



**D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

D.C. JAIL DATA CENTER RENOVATION




Issue Date: May 7, 2012

Proposal Due Date: May 28, 2012 by 2:00 P.M. Local Time

Pre-Proposal Conference: May 14, 2012

Contact: JW Lanum
Associate Director/Contracting Officer
Contracts & Procurement Division
2000 14th Street NW 5th Floor
Washington, DC 20009
202-727-2800

Solicitation Number: DCAM-12-CS-0002

		1. <u>Solicitation No:</u> DCAM-12-CS-0002 <u>Renovation of the DC Jail Data Center</u>		2. <u>Type:</u>		3. <u>Date Issued:</u>		Page 1 of 88																																														
SOLICITATION, OFFER AND AWARD																																																						
4. Contract Number DCAM-12-CS-0002				5. Requisition/Purchase Request No.			6. <input type="checkbox"/> Open Market with set aside for LSDBE subcontracting (see Sec-H) <input checked="" type="checkbox"/> SBE Set-Aside (see Sec-B.2& Sec-H) Mandatory 35% SBE subcontracting requirement in accordance with Section H.																																															
7. Issued By: Department of General Services Contracting and Procurement Division 2000 14 th Street, N.W. – 5 th Floor Washington, D.C. 20009				8. Address Offer To: Department of General Services Contracting and Procurement Division 2000 14 th Street, N.W. -5 th Floor Washington, D.C. 20009																																																		
9. For information contact:		A. Name: Silvia Silverman		B. Telephone (No collect calls) <table border="1"> <tr> <td>(Area Code)</td> <td>(Number)</td> <td>(Ext)</td> </tr> <tr> <td>202</td> <td>671-1359</td> <td></td> </tr> </table>			(Area Code)	(Number)	(Ext)	202	671-1359		C. E-mail Address Silvia.Silverman@dc.gov																																									
(Area Code)	(Number)	(Ext)																																																				
202	671-1359																																																					
IMPORTANT - The "offer" section of this form must be fully completed by offeror.																																																						
SOLICITATION																																																						
NOTE: In sealed offer solicitations "offer" and "offeror" mean "offer" and "offeror"																																																						
10. Sealed offers in "original" plus 2 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the offer counter located at address shown in item 8 until 2:00 P.M. local time on May 28, 2012. There will be no hard copies available for pick from the offer counter. The solicitation will be electronically posted and can only be accessed from www.ocp.dc.gov under Business Opportunities, click on List all Opportunities. Specifications and drawings are available at Blue Boy Printing located at 2141 L Street, NE, Washington, DC, 20002. BLUE BOY CONTACT: Hiram Russell 202-268-0272. The cost of drawings and specifications is \$50.00 for hard copies and \$35 for a CD.																																																						
11. The District requires performance of the work described in strict accordance with the following: <table border="1"> <thead> <tr> <th>Description</th> <th>Section</th> <th>Pages</th> </tr> </thead> <tbody> <tr> <td>• Solicitation/Offer/Award Form</td> <td>Section –A,</td> <td>pages: 1-2</td> </tr> <tr> <td>• Schedule for Construction, Alterations, Repair, Price</td> <td>Section – B,</td> <td>pages: 3-4</td> </tr> <tr> <td>• Scope of Work</td> <td>Section – C,</td> <td>page: 5-8</td> </tr> <tr> <td>• Packaging and Markings</td> <td>Section – D,</td> <td>page : 9</td> </tr> <tr> <td>• Inspection and Acceptance</td> <td>Section – E,</td> <td>page: 10</td> </tr> <tr> <td>• Deliveries and Performances</td> <td>Section - F,</td> <td>page: 11-12</td> </tr> <tr> <td>• Contract Administration Data</td> <td>Section- -G,</td> <td>pages: 13-36</td> </tr> <tr> <td>• Special Contract Requirements</td> <td>Section – H,</td> <td>pages: 37-46</td> </tr> <tr> <td>• Contract Clauses</td> <td>Section - I,</td> <td>pages: 47-59</td> </tr> <tr> <td>• List of Attachments</td> <td>Section – J,</td> <td>page: 60</td> </tr> <tr> <td>• Representations, Certifications and other statements Of Offerors</td> <td>Section – K,</td> <td>pages: 61-72</td> </tr> <tr> <td>• Instructions, Conditions and other Notices to Offerors</td> <td>Section – L,</td> <td>pages: 73-84</td> </tr> <tr> <td>• Evaluation Factors for Award</td> <td>Section – M,</td> <td>pages: 85- 88</td> </tr> <tr> <td>• The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised March 2011.</td> <td></td> <td></td> </tr> </tbody> </table>										Description	Section	Pages	• Solicitation/Offer/Award Form	Section –A,	pages: 1-2	• Schedule for Construction, Alterations, Repair, Price	Section – B,	pages: 3-4	• Scope of Work	Section – C,	page: 5-8	• Packaging and Markings	Section – D,	page : 9	• Inspection and Acceptance	Section – E,	page: 10	• Deliveries and Performances	Section - F,	page: 11-12	• Contract Administration Data	Section- -G,	pages: 13-36	• Special Contract Requirements	Section – H,	pages: 37-46	• Contract Clauses	Section - I,	pages: 47-59	• List of Attachments	Section – J,	page: 60	• Representations, Certifications and other statements Of Offerors	Section – K,	pages: 61-72	• Instructions, Conditions and other Notices to Offerors	Section – L,	pages: 73-84	• Evaluation Factors for Award	Section – M,	pages: 85- 88	• The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised March 2011.		
Description	Section	Pages																																																				
• Solicitation/Offer/Award Form	Section –A,	pages: 1-2																																																				
• Schedule for Construction, Alterations, Repair, Price	Section – B,	pages: 3-4																																																				
• Scope of Work	Section – C,	page: 5-8																																																				
• Packaging and Markings	Section – D,	page : 9																																																				
• Inspection and Acceptance	Section – E,	page: 10																																																				
• Deliveries and Performances	Section - F,	page: 11-12																																																				
• Contract Administration Data	Section- -G,	pages: 13-36																																																				
• Special Contract Requirements	Section – H,	pages: 37-46																																																				
• Contract Clauses	Section - I,	pages: 47-59																																																				
• List of Attachments	Section – J,	page: 60																																																				
• Representations, Certifications and other statements Of Offerors	Section – K,	pages: 61-72																																																				
• Instructions, Conditions and other Notices to Offerors	Section – L,	pages: 73-84																																																				
• Evaluation Factors for Award	Section – M,	pages: 85- 88																																																				
• The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, Revised March 2011.																																																						
12. The Contractor shall begin performance and complete all the work within 150 calendar days from the date specified in the written <input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
13. The Contractor must furnish the required performance and payment bonds. <input checked="" type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> no																																																						
14. Additional Solicitation Considerations All offers are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference AN OFFER GUARANTEE <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required																																																						
 Government of the District of Columbia  Office of Contracting and Procurement																																																						

OFFER (Must be fully completed by offeror)										
15. Name, Company Name and Address of Offeror (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).			
				17. E-mail address						
19. The offeror agrees to perform the work required at the prices specified herein in the OFFER SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this offer is accepted by the District in writing within 120 calendar days after the date offers are due.										
20. The offeror agrees to furnish any required performance and payment bonds. See SECTION L.11										
21. ACKNOWLEDGEMENT OF AMENDMENTS										
The offeror acknowledges receipt of amendments to the solicitation (number and date each)										
Amendment Number										
Date										
22. Name and Title of person authorized to sign offer (Type or Print)				22A. Signature				22B. Offer		
AWARD (To be completed by the District)										
23. Amount				24. Accounting and Appropriation data						
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 441 4 th Street N.W., Suite 850 North Washington, D.C. 20001				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)						
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE										
27. <input checked="" type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.				28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)				30. Name of CCO (Type or Print) Brian J. Hanlon						
29A. Signature		29B. Date		30A. Signature			30B. Date			

STANDARD FORM A - Dated May 2001

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The District of Columbia (District), Department of General Services (DGS) is issuing this Request for Proposals (RFP) to engage a contractor to provide all labor, materials, supervision and other services necessary for the Renovation of the D.C. Jail Data Center, 1901 D Street, SE Washington DC 20003, in accordance with the Drawings and Specifications (Attachment J.1 and J.2).

B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This Request for Proposals is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 *et seq.*), as amended.

An SBE must be certified as small in the procurement category of General Contracting in order to be eligible to submit a proposal in response to this solicitation.

An Offeror responding to this solicitation, unless exempted by Section H.12, must submit with its offer, a notarized statement detailing its subcontracting plan as incorporated in Section K.4. **Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.** For construction contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.12. The Subcontracting Plan shall meet the requirements described under Section H.16 of this Solicitation.

B.3 The District contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$100,000 and \$250,000.

B.4 The Offeror shall submit a lump sum firm fixed price for Contract Line Item Number (CLIN) 0001 as described below.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
0001	Provide for all labor, materials, supervision and other services necessary to perform the renovation work for the existing Data Center, on the first floor of the Administration Building at the Central Detention Facility, located at 1901 D Street, SE Washington DC 20003. The work for the data room renovation shall be according to the Drawings and Specifications (Attachments J.1 and J.2)	\$ _____
	TOTAL LUMP SUM PRICE for CLIN 0001	\$ _____

TOTAL LUMP SUM PRICE IN WORDS (ABOVE)

B.5 PRICE BREAKDOWN FORM

The Offeror must submit for each of the below-listed discrete components of work (Divisions) the Price of Each Division Component for CLIN 0001 set forth in Section B-4. The sum of all the “Prices of Each Division Component” must equal the “Lump Sum Price” that Offerors enter in the table set forth in Section B.4.1, CLIN 0001. In the event of discrepancies between or among the total lump-sum prices entered in B.4.1 with the corresponding lump sum prices entered in B.5, the prices in B.4.1 shall control.” Failure to submit a complete price breakdown shall not to any extent qualify the low bidder’s commitment to complete the entire construction project at the quoted lump sum price in Section B.4.1. The District may use the price breakdown as a guide during contract administration, e.g. making partial payments and making equitable adjustments.

Breakdown into Divisions of Lump Sum Price Proposal.

CSI DIVISION NO.	DESCRIPTION	PRICE OF EACH DIVISION COMPONENT
Div. 01	General Requirements	
Div. 02	Existing Conditions (inc. abatement & demo. of exist. structure)	
Div. 03	Concrete	
Div. 04	Masonry	
Div. 05	Metals	
Div. 06	Woods and Plastics	
Div. 07	Thermal and Moisture Protection	
Div. 08	Openings	
Div. 09	Finishes	
Div. 10	Specialties	
Div. 11	Equipment	
Div. 12	Furnishings	
Div. 13	Special Construction	
Div. 14	Conveying Systems	
Div. 21	Fire Suppressions	
Div. 22	Plumbing	
Div. 23	Heating, Ventilation and Air Conditioning	
Div. 26	Electrical	
Div. 27	Communications	
Div. 28	Electronic Safety and Security	
Div. 32	Exterior Improvements	
Div. 33	Utilities	
	LUMP SUM PRICE	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia (District), Department of General Services (DGS), is issuing this Request for Proposals (RFP) to engage a contractor to provide all labor, materials, supervision and other services as necessary for the Renovation of the D.C. Jail Data Center. 1901 D Street, SE Washington DC 20003, (the "Project"), on behalf of the Department of Corrections (DOC) in accordance with the Drawings and Specifications (Attachment J.1 and J.2), the Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011, incorporated herein as Attachment J.3.

The renovation will expand the existing mechanical systems in the Data Center. The Data Center will also be expanded to accommodate future data racks as well as the expansion of the mechanical system upgrade(s) for the space.

C.2 DRAWINGS AND SPECIFICATIONS

DGS Specifications and Drawings *are not physically attached herewith, but are available for purchase at Blue Boy Imaging, 214 L Street, NE, Washington, D. C. 20002 Phone: 202-265-0272 Fax: 202-986-0172. The cost of the Specifications and Drawings hard copy package is \$50.00 or \$35.00 for a CD:*

C.3 SPECIFICATIONS:

Specifications titled "Government of the District of Columbia, Department of General Services Construction Division, Specifications, Solicitation Number DCAM-12-CS-0002, August 29, 2011, Project Number CR104C, Department of Corrections Data Center Renovation at DC Jail are incorporated herein as Attachment J.2.

C.3 DRAWINGS

Drawings titled "CDF Data Center Renovation for DC Department of Corrections 1901 D Street, SE" dated August 29, 2011, developed by JVP Engineers, PC are incorporated herein as Attachment J.1.

The Contractor shall perform the work in accordance with the drawings listed below and included herein by reference as Attachment J.1:

TABLE OF CONTENTS	
Plan No.	Plan Name
GB01	Index to sheets location maps
	Architectural
A2.0	1st Floor Demolition & Construction Plan
A2.1	3rd Floor Finish, Demolition Plan & Construction Plan
A3.0	1st Floor Power & Ceiling Plan
A4.0	1st Floor Finish Floor Plan
	Mechanical
M1.0	Symbols, Abbreviations & General Notes

M2.0	Partial First Floor Plans – Demolition & New Work
M3.0	Partial Second, Third & Roof Plans
M4.0	Diagram & Schedule
M5.0	HVAC Details
	Electrical
E1.0	General Notes, Symbols, Abbreviations & Details
E2.0	Partial First Floor & Roof Plans - Power
E3.0	Partial Floor Plans – Lighting & Raised Floor New Work
E4.0	Partial First Floor Plan Demolition & New Work Fire Alarm
E5.0	Partial Floor Plans Conduit Routing
E6.0	Riser Diagram & Partial Roof Plan
E7.0	Panel Schedules
	Structural
S1.0	General Notes
S2.1	Partial Ground Floor Framing Plan
S2.2	Partial First Floor framing Plan
S2.3	Partial Second Floor Framing Plan
S2.4	Partial Third Floor Framing Plan
S2.5	Partial Roof Framing Plan
S3.1	Typical Details

C.4 CONSTRUCTION HOURS

All work must be performed during the closing of normal business hours (between 6:00 AM to 2:30 PM) Monday through Friday, except otherwise allowed by District and authorities having jurisdiction.

C.5 GENERAL CONDITIONS

The items listed below and covered in this RPF stating “The Contractor *shall*” are non-negotiable; offers that seek to change non-negotiable provisions will be deemed unacceptable.

C.5.4 Deliverables, Section F.2 of this solicitation

C.5.5 The Contractor shall be responsible for determining existing conditions on Project site by examination, whether shown on drawings or not.

C.5.6 In addition to demolition which is specified in other sections and that which may be specifically shown on drawings, cut, move or remove items as necessary to allow work to proceed. Provide such items as:

C.5.6.1 Repair or remove unsafe or unsanitary conditions.

C.5.6.2 Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal the work shall be coordinated with DOC Facility Manager and DGS Contracting Officer’s Technical Representative (COTR).

C.5.6.3 Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.

- C.5.6.4** Clean surfaces and remove surface finishes as needed to install new work and finishes and unless otherwise noted the new finish shall match the existing.
- C.5.6.5** Remove any and all debris out the secured (fenced off zone).
- C.5.9** Contractor shall design and provide all necessary temporary terminations and redirects of utility services (electrical power, plumbing and water, ducts and raise-ways, and other service conduits) to the facility to the satisfaction of the Contracting Officer's Technical Representative (COTR) listed in G.9.
- C.5.10** Contractor's employees shall be subject to background checks. All construction workers and staff working at the site shall be available for drug testing and found drug free within the first five (5) days on the job. Subsequent quarterly testing will follow. If there is suspicion of drug use (erratic or suspicious behavior), DOC reserves the right to call for random testing of an individual or group of workers.
- C.5.11** The contractor shall include three (3) working days (24 work hours) for training and seven (7) calendar days for the facility management to co-ordinate moves and systems testing per phase in scheduling of the construction duration.
- C.5.12** All equipment provided shall have a warranty period of five (5) years.
- C.5.13** Where terms "Architect", "Engineer" or Construction manager (CM) is used in Contract Documents, it shall be construed to mean "COTR."
- C.5.14** The Contractor shall have restricted (security reasons) use of site for construction operations during construction period. Contractor's use of site is limited only by District's right to perform work, maintain safe and secure facility, and or to retain other contractors on portions of Project.
- C.5.15** Vehicle parking for Contractor and construction personnel shall be the responsibility of the Contractor. Contractor shall not park within areas of parking currently used by the facility's staff.
- C.5.16** Contractor shall limit the use of site to areas within the Contract limits indicated, and shall not disturb portions of Project site beyond areas in which the Work is indicated. Site has very limited lay down area.
- C.5.17** Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.
- C.5.18** Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C.5.19** Contractor shall comply with the following:
 - C.5.19.1** The area available to the contractor for performance of the Work is as shown on the Drawings with the understanding that it may at anytime be further engrossed upon by the facility for security reasons. When the District or the Occupant continues to occupy portions of the Project during construction, Contractor shall schedule and conduct the work so as to cause the least interference with the operations of the District or Occupants.
 - C.5.19.2** When the following must be interrupted, provide alternate facilities acceptable to the COTR or schedule the interruption for a time when occupancy will not be impaired:
 - C.5.19.2.1** Emergency means of egress.
- C.5.20** Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

- C.5.20.1** Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.
- C.5.20.2** Contractor shall coordinate with the COTR operations that may result in high levels of noise and vibration, odors, or other disruption to District occupancy.
- C.5.20.3** Contractor shall notify Facility Manager, CM, and COTR not less than seven (7) work days in advance of proposed disruptive operations and obtain COTR's written permission before proceeding with disruptive operations.
- C.5.20.4** Contractor shall obtain required approvals from authorities having jurisdiction.
- C.5.21** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.
- C.5.22** Use of tobacco products and other controlled substances shall not be permitted on the construction site.
- C.5.23** Eating or drinking is allowed in the building, at any phase during Construction, only in areas designated by the facility's designated security personnel.
- C.5.24** District may appoint other entities to manage day-to-day activities for the execution of the Project.
- C.5.25** The Contractor shall coordinate with Central Detention Facility Manager, Mr. Terry Dockery, (202.549.8507) for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

SECTION D: PACKAGING AND MARKING

- D.1** The Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.2** The Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection and during period between installation or erection and final acceptance by the District, that shall include, but not limited to:
 - D.2.1** Minimum exposure to weather during delivery.
 - D.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.3** The Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
 - D.3.1** Space for storage of materials and equipment will be approved by the District's Inspector (see Paragraph G.22). Note that storage space is limited. Therefore, Contractor is expected to plan and or account for the impact of limited space on material movement and installations.
 - D.3.2** The Contractor shall not occupy more space at the site than is absolutely necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

E.1.1 The inspection and acceptance requirements for the resultant contract will be governed by Article 11 of the General Provisions of the “Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised March 2011,” incorporated herein as Attachment J.3.

E.1.2 In addition, the acceptance criteria for different parts of work, described in other sections of the RFP, Drawings and Specifications, Attachments J.1 and J.2 shall apply.

E.2 PARTIAL ACCEPTANCE

E.2.1 The Contracting Officer’s Technical Representative (COTR) may, at his option, accept part of the work under the contract in writing prior to the COTR’s final acceptance of all the work under the contract, when the COTR considers it beneficial to the District of Columbia.

E.2.2 Partial acceptance shall not preclude assessment by the District of liquidated damages pursuant to Section H.1 for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1.

E.3 FINAL INSPECTION

E.3.1 The Contractor shall give the COTR written notice at least fourteen (14) days in advance of date on which the building will be 100% complete and ready for final inspection. Prior to final inspection date for each building, the Contractor shall verify in writing that in the Contractor’s best judgment no deficiencies exist.

E.3.2 The Contractor, the COTR, District Inspector, and Architect/Engineer (A/E) shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building area(s) within the building from being occupied. The contractor shall correct the deficiencies within fourteen (14) days after the Final Inspection and submission to the COTR a report of the corrections as a condition of final acceptance.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TIME OF COMPLETION

The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) at the pre-construction meeting to be scheduled 7-10 days after award and shall begin performance and complete all the work within one hundred fifty (150) calendar days from the date specified in the NTP.

F.2 DELIVERABLES

- F.2.1** Prior to the start of the commissioning process and project completion of the project, the Contractor shall submit to the COTR three (3) hard copy sets and three sets (3) PDF electronic file on disks of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system (Refer to G.20).
- F.2.2** The Contractor shall prepare and submit to the COTR, as a deliverable, the Summary of Progress Payment Breakdown Form, Progress Payment Request Form and Schedule of Values Form. (Refer to G.4.2).
- F.2.3** The Contractor shall submit to the COTR a complete list of all samples, catalogue cuts and shop drawings. (Refer to H.5).
- F.2.4** The Contractor shall submit all the schedules and reports for approval to the COTR. (Refer to G.15).

Deliverable	Format/Method of Delivery	Due Date
Initial Critical Path Method (CPM) schedule diagram plus three copies of computer reports and the narrative for the first thirty (30) days of all the contract activities	One (1)Electronic copy/Three (3)Hard Copies	Within ten (10) days of NTP
A complete CPM schedule and narrative for all the contract activities and three (3) copies of computer printout.	One (1)Electronic copy/Three (3)Hard Copies	Within thirty (15) days of NTP
Complete list of all samples, catalogue cuts and shop drawings required to be submitted.	Submit four (4) hard copies (See G.38.2 for Scheduling Software Requirement)	Within seven (7) days of the date specified in the NTP
Shop drawings (Section H.5.4, H.5.5)	Submit one electronic copy via PROLOG, six (6) hard copies of each drawing and one (1) electronic PDF set, emailed.	After final approval of submitted shop drawings has been made
Samples and catalogue cuts (H.5.6)	Submit the required catalogue cuts in six (6) sets.	As requested by COTR per Section H.5.6
Preliminary / 50% Operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.	Submit three (3) hard copies and three (3) electronic copy	Prior to start of Project Commissioning or 210 days from NTP (whichever comes first)
Final Operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.	Submit three (3) hard copies to COTR	Prior to final acceptance of the project, per Section G.20 of this Solicitation
Written notification of completion	Submit one (1) electronic copy and three (3) hard copies to COTR	At least fourteen (14) days in advance of final inspection
Preliminary As-Built Drawings	Two (2) copies of preliminary as-built drawings	At the time of final inspection
Final As-Built Drawings	Reproducible and two (2) copies. (See Section G.36)	Within thirty (30) calendar days after the final inspection.

- F.2.5** Draft operation and instructional manuals: 30 days prior to the start of the commissioning process scheduled phase completion and 45 days prior to the scheduled completion date of the project, the Contractor shall submit to the COTR three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system. (Refer to G.20.7 & G.20.8).
- F.2.6** The Contractor shall submit to the District, as a deliverable, the report described in section G.36 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement. If the Contractor does not submit the report, pursuant to Section G.36 as part of the deliverables, final payment to the Contractor may be withheld.
- F.2.7** On final inspection, the Contractor shall provide a punch list and report of corrections as specified in Section E.3.2.

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT**

- G.1.1** The District will make monthly payments to the Contractor, upon the submission of proper invoices, as described in Section G.2 of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the COTR specified in Section G.9.
- G.2.2** To constitute a proper invoice, the Contractor shall include the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - G.2.2.2** Contract number, page 1, block 4 and purchase order number page 1, block 5 of this Solicitation cover sheet. The Contractor shall assign an invoice number;
 - G.2.2.3** Description, amount of payment requested, quantity and the dates of the work performed based on the approved CPM schedule;
 - G.2.2.4** Other supporting documentation or information, as required by the CO;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6** Name, title, phone number of person preparing the invoice;
 - G.2.2.7** Name, title, phone number and mailing address of person, if different from the person identified in G.9, to be notified in the event of a defective invoice;
and
 - G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section G.36
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 METHOD OF PAYMENT

- G.4.1** The District will utilize the progress payment method under this contract, and will make progress payments when all of the following conditions are satisfied:

- G.4.1.1** The portion of the service provided by the Contractor is accepted by the District;
- G.4.1.2** The work on the specific contract activity as identified in the approved CPM Schedule, for which the progress payment is requested, is 100 % complete; and
- G.4.1.3** The Contractor submits the invoice as described in G.2 for the progress payment.
- G.4.2** The COTR will furnish to the Contractor, the following forms:
 - G.4.2.1** Summary of Progress Payment Breakdown Form;
 - G.4.2.2** Progress Payment Request Form; and
 - G.4.2.3** Schedule of Values Form.
- G.4.3** The Contractor shall prepare and deliver to the COTR for approval:
 - G.4.3.1** Original and a copy of completed Summary of Progress Payment Breakdown Form (provided by COTR) within fourteen (14) days after issuance of written NTP and prior to submission of first progress payment request. This detailed estimate of costs shall include a breakdown of costs for all items of work that will be performed under the contract with total amount equal to the lump sum offer price under Section B.4.
 - G.4.3.2** Original and a copy of the signed (by the authorized representative of the Contractor) Progress Payment Request Form on or before the twenty-fifth (25th) day of each month during progress of the work. The COTR will direct the progress payment to be made based on the actual work performed based on the COTR's approval of the Schedule of Values. This approval will include only those fractions of work which have been completed and duly accepted by COTR. COTR's acceptance signature on the form is mandatory.
 - G.4.3.3** Copy of the Schedule of Values pre-approved by the COTR with invoice.
- G.4.4** Materials and equipment payments:
 - G.4.4.1** The District will pay for the materials, equipment and associated components delivered to the jobsite or stored on the site, until they are satisfactorily incorporated into the completed work, at 100% of their invoiced value from the manufacturer or supplier as approved by the COTR. The Contractor shall properly store and protect all the materials and equipment and ensure that all materials and equipment are in compliance with the submittals approved by the COTR.
 - G.4.4.2** The District will pay the Contractor 75% of the invoiced value for materials, equipment and associated components stored off-site in a bonded warehouse within a twenty-five (25) mile radius of the jobsite. Payment will be subject to the following documentation accompanying the payment request:
 - G.4.4.2.1** A certified statement giving the exact location of the materials or equipment, that such material or equipment is properly stored and protected meeting the approval of COTR and is consigned to the District of Columbia Government; that the materials and equipment will not be diverted for use or installation at a different project, and that they are subject to inventory and inspection by the COTR.
 - G.4.4.2.2** A valid invoice or bill of sale indicating the unit quantity, description of the material or equipment and its costs as defined in Section G.4.4.1 and G.4.4.2.
 - G.4.4.2.3** A certificate of insurance of a bonded warehouse, in the event the materials/equipment is stored off-site.

G.4.5 Before approval of the CPM schedule, the District may make two (2) initial monthly payments under this contract for the work performed during the first sixty (60) days following the NTP, following the COTR's partial acceptance of the work in writing in accordance with Paragraph E.2. In the event that the District elects to proceed in this manner, the following shall apply:

G.4.5.1 The District will not make any additional payments until the final CPM schedule is approved by COTR.

G.4.5.2 The District will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the COTR.

G.4.6 The COTR will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract Requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CHIEF CONTRACTING OFFICER (CCO)

In accordance with 27 DCMR 4702 contracts may be entered into and signed on behalf of the District Government only by the CCO. The address and telephone number of the CCO is:

Brian J. Hanlon
Acting Director/ Chief Contracting Officer
Department of General Services (DGS)
2000 14th Street, N.W. - 8th Floor
Washington, D.C. 20009
Telephone: (202) 727-2800
E-mail: Brian.Hanlon@dc.gov

G.8 AUTHORIZED CHANGES BY THE CO

G.8.1 In accordance with Article 3 of the General Provisions of the Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised March 2011, the CCO is the only person authorized to approve changes to any of the requirements of the contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CCO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the contract, of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in writing by the CCO and/or in the contract. These include:

G.9.1.1 Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

Satish Bagai
DGS, Construction Division
2000 14th Street, N.W., 8th Floor
Washington, D. C. 20009
Telephone: (202) 719-6545
E-mail: Satish.bagai@dc.gov

G.9.3 The COTR shall NOT have the authority to:

G.9.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CCO shall make contractual agreements, commitments or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;

G.9.3.4 Authorize the expenditure of funds by the Contractor;

G.9.3.5 Change the period of performance; or

G.9.3.6 Authorize the use of District property, except as specified under the contract.

G.9.4 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CCO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 STOPPAGE OF WORK

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CCO reserves the right, by written notification to the Contractor, to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof, and the CCO notifies the Contractor in writing that work may resume. Stoppage of all part of the work by the CCO pursuant to this Section G.10 notwithstanding, the District may terminate the right of the Contractor to proceed as provided in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised March 2011.

G.11 SUBCONTRACTS

G.11.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

G.11.1.1 The divisions or sections of the DGS Specifications are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.11.1.2 The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

G.11.1.3 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.

G.11.1.4 The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractor for those parts of the work which the Contract specifies are to be performed by specialty subcontractors.

G.11.1.5 The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

G.11.2 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

G.11.2.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

G.11.2.2 Estimated dollar amount of the subcontract.

G.11.2.3 Estimated starting and completion dates of the subcontract.

G.11.2.4 The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.

G.11.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

G.12 USE OF PREMISES

G.12.1 Work shall be generally performed during normal business work hours of 6 AM to 2:30 PM, Monday through Friday, except otherwise allowed by District. Work hours include set and clean up period. If the Contractor considers it necessary to perform any work after the regular working hours or on Saturdays, Sundays or legal holidays, the Contractor shall perform this work without any additional expense to the Government of the District of Columbia.

G.12.2 The Contractor shall use only such entrances and exits to the work area as designated by the COTR. Contractor's movement may be restricted by facility activities.

G.12.3 Once the construction work is started, the Contractor shall complete the work as rapidly as possible and without unnecessary delay.

G.12.4 The Contractor shall occupy only such portions of the premises as required for proper execution of scheduled phase of the contract.

G.12.5 The Contractor shall perform all the work in such a manner as to cause minimum annoyance or noises and disturbances to safety and security of facility occupants and of adjacent premises and interference with normal traffic.

G.12.6 The Contractor shall keep gates locked to maintain security into work area dictated by the existing job conditions of such nature as to prevent:

G.12.6.1 Entry of work areas by unauthorized persons;

G.12.6.2 Removal of Government property and supplies.

G.12.7 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety and or security requirements of the facility. DOC official will advise Contractor on the best times for loading and material deliveries.

G.12.8 Contractor's employees or representative must have on proper/approved identification at all or times or DOC officials may remove the individual from the construction site.

G.13 PATENTS

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government of the District of Columbia.

G.14 SAFETY PRECAUTIONS

G.14.1 The Contractor shall perform all site, plant and construction work in strict accordance with the Safety Standards of the District of Columbia and the U.S. Occupational Safety and Health Act of 1970 and the D.C. Occupational Safety and Health Act of 1988, D.C. Official Code § 32-1101 et seq. and 1-620.01 et seq.

G.14.1.1 The Contractor or his representative shall be thoroughly familiar with these standards and have copies of same available at the project site at all times.

G.14.1.2 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code, in their possession.

G.14.1.3 The Contractor shall be responsible for providing and installing adequate temporary shoring or bracing for all walls slabs and like constructions until such items attain their design, strength, and stability.

G.14.2 The Government, its officers, agents, servants, and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection by the Contractor.

G.14.3 Prior to execution of shoring and/or bracing, the Contractor shall submit details and calculations for shoring and/or bracing designs for the COTR's review and concurrence.

G.14.4 The Contractor shall exercise special precautions to prevent use of or access to the Contractor's materials, equipment or tools and entry into the Contractor's work areas by non-authorized personnel.

G.14.4.1 A Contractor's attendant shall be present at all times when bituminous kettles are in operation to prevent the public from coming in contact with the kettles.

G.14.4.2 The Contractor shall remove each kettle as soon as its use is complete.

G.14.5 The Contractor shall chute or hoist to the ground any and all the materials being removed from the roof areas or any upper floor.

G.14.6 The Contractor shall not permit any live wires to be left exposed and unguarded, including open panel boards.

G.14.7 The Contractor shall cover all open trenches during hours when work is not being executed, as required for protection of the public.

G.15 PROGRESS SCHEDULE

G.15.1 The Contractor shall submit to the COTR not later than seven (7) days from the date specified in the NTP, one (1) Electronic copy plus three (3) hard copies of an initial Critical Path Method

(CPM) schedule diagram plus three copies of computer reports and the narrative for the first thirty (30) days of all the contract activities. The Contractor shall submit all the CPM schedules and reports for approval by the COTR, and all schedules and reports must conform to the following minimum requirements (see G.38.2 for Scheduling Software requirement):

G.15.1.1 Include activities for all Contractor submittals, including but not limited to catalogue-cuts, samples, shop drawings and laboratory tests, approvals by COTR, procurements by Contractor, delivery of material and equipment to the job site, and all items required for closeout, including submission of 50% Operations and Maintenance Manuals, training, and submission of As-Built Drawings.

G.15.2 The Contractor shall include in each CPM schedule the following details and format:

G.15.2.1 Time scaled in workdays, CPM Network (arrow) diagram with each work activity showing price of the work activity and man-loading on arrow system plus a narrative to facilitate monitoring and control of work progress and a tool for measurement of progress payments.

G.15.2.2 Each field work activity shall have a maximum duration of 20 workdays.

G.15.2.3 Each activity shall show all the associated costs for the purpose of progress payment, as required by Section G.4., with no front loading. In addition, the sum total all the activity price of the work activity shall equal the total amount of the contract award.

G.15.2.4 All computer reports shall include sorts for all the activities, without any masking or plugging of any dates (except NTP and contract milestones). The computer reports shall be submitted in hard-copy plus soft form of read/write CDs giving all the activity data and schedules.

G.15.3 Monthly Progress Updates and Reports:

G.15.3.1 The Contractor shall submit monthly update by the 25th of each month and the same shall include a narrative and three copies of computer printouts plus read/write CD's of all the activity data and schedules. These reports shall include the actual start, percent complete or finish dates for each activity, as mutually agreed with the COTR plus any approved logic changes.

G.15.3.2 In the case of any logic changes that result in any delay to the contract milestone(s), the Contractor shall submit a revised schedule diagram and the computer reports for approval by the COTR by the next update reporting date.

G.15.3.3 The Contractor shall provide record of all available float time for the activities on the schedule.

G.15.4 The Contractor shall complete all work within the time specified under F.1 Time of Completion, which is the maximum time permitted for the accomplishment of this project. If within the period of construction, a time extension or extensions are granted in writing by the CO, the Contractor shall incorporate the extension in the next monthly update.

G.16 GUARANTEE OF WORK

G.16.1 The Contractor guarantees, for a period of one (1) year after date of acceptance for occupancy as established in the District's written notification, to repair or replace any work in which any defects

in material or workmanship appear within said period and to repair or replace any and all work damaged by reasons thereof, to the satisfaction of the COTR and without cost to the District of Columbia.

- G.16.2** In any case where in fulfilling the requirements of the contract or any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition comparable to its original condition and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- G.16.3** Upon the Contractor's failure to proceed promptly to comply with the terms of any guarantee under the contract or still running upon work originally executed by other Contractors, the District of Columbia may (1) either have such work performed as the CCO deems necessary to fulfill such guarantee, or (2) allow all such damaged or defective work to remain in such unsatisfactory condition; provided that the Contractor shall promptly pay the District of Columbia the sum estimated by the CCO under the provision of paragraph B above to represent the amount which would have been necessary to expend to fulfill such guarantee. Everything done in the fulfillment of any guarantee shall be without additional expense to the Government of the District of Columbia.
- G.16.4** Special guarantee: The Contractor shall provide written guarantees for work performed under the resultant contract from installation and receipt of the following:
- G.16.4.1** Guarantee heating and air conditioning equipment, except expendable components such as filters, for four (4) full operating seasons or the equivalent thereof against all conditions except vandalism or improper maintenance.

G.17 **PROTECTION**

- G.17.1** The Contractor shall protect existing public and private property including but not limited to sidewalks, pavements, landscaping, from damage using methods approved by COTR such as planking, covering, temporary cement curbs, and shall be responsible for replacement of items that are damaged by work under this contract. The Contractor shall repair or replace damages to sidewalks, curbs, streets, public property and public utilities as directed by the COTR in accordance with standards of the agency having jurisdiction over the damaged property. The COTR will not permit grouting of cracks in sidewalks and driveways. The Contractor shall replace cracked slabs.
- G.17.2** The Contractor shall be responsible for personal injury to workmen and the public and shall indemnify and hold the District harmless for any such injuries that are incurred during the performance of this contract.
- G.17.3** Nothing contained in the drawings and DGS Specifications for installation of fences, barricades or site protection shall be interpreted as making the District a party to, liable for, or relieving the Contractor of:
- G.17.3.1** The Contractor's responsibility for materials delivered and work performed until completion and final acceptance;
- G.17.3.2** The Contractor's responsibility to sustain all costs, losses or damages arising out of the nature of the work to be done, or due to any unforeseen or usual obstructions or difficulties which may be encountered in the accomplishment of the work, or resulting from the work, or resulting from the action of the elements; and

G.17.3.3 The Contractor's responsibility to protect existing public and private property.

G.17.4 Watchperson:

G.17.4.1 The Contractor shall employ watchpersons to safeguard the site. The word watchperson means a person, or persons, assigned to be present at all times while the Contractor's employees are on site to control access to and from the secured work area.

G.17.5 Lights:

G.17.5.1 Illumination of the worksite during non-daylight hours is required of the Contractor at the Contractor's expense.

G.17.5.2 The Contractor shall ensure that the extent and intensity of lighting match or exceed existing lighting conditions as provided by DOC for identification of physical feature of objects from a distance of hundred feet (100 ft.).

G.18 UNDERGROUND SERVICES

G.18.1 ACTIVE The District has made its best efforts to show all active services on the contract drawings and specifications. However, the District gives no assurance that there are no other active services in areas in which work is to be performed. If during execution of work, other active services are encountered that necessitate changes in drawings or specifications, the Contractor shall make the required adjustments. Any change under Section G.18.1 shall be subject to Article 3, Changes of the General Provisions.

G.18.2 INACTIVE OR ABANDONED If, during execution of work, the Contractor encounters inactive or abandoned services not shown or specified, the Contractor shall notify the CCO as set forth in Article 4, Section 1, of the General Provisions of the Standard Contract Provisions.

G.19 EXISTING CONDITIONS

G.19.1 The Contractor shall verify by actual measurement existing work required to connect with work now in place before the Contractor commences actual work at the site. The Contractor shall ensure that new work in extension of existing work shall correspond in all respects with that to which it connects unless otherwise indicated or specified.

G.19.2 The Contractor shall cut, alter, remove or temporarily remove and replace existing work as necessary for the performance of the work to be done. The Contractor shall restore work remaining in place that is damaged or defaced by reason of work done under this contract to a condition satisfactory to the COTR.

G.20 OPERATION AND MAINTENANCE INSTRUCTIONS

G.20.1 Prior to final acceptance of the project, the Contractor shall submit to the COTR two (2) hard copies and (2) electronic copies, in digital compact disk (CD) format, of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.

G.20.2 Manuals shall show all controls (switches and valves) and give instructions on functions of each.

G.20.3 Manuals shall give proper operating, reading or tolerances for all gauges and other control indicating devices.

- G.20.4** Manuals shall show the location of all items requiring periodic maintenance operations and specify recommended intervals of maintenance and recommended lubricants, and a listing of spare parts.
- G.20.5** Manuals shall include diagrammatic sketches or actual layouts of mechanical and electrical system showing location of all control items such as fuses, circuit breakers, indicator lights, dials, gauges, valves, thermostats, aquatints, cleanouts, and switches.
- G.20.6** The Contractor shall provide three (3) Operation and Maintenance White Cover Slip In Binders broken down by the most recent number of Master spec divisions and according to the format provided by DGS and on 3 CD's. Binders should be large enough to support all close out documents provided in this project to include but not limited to progress photos, product data, shop drawings, samples, index, warranties, RFI's, training manuals, close out checklist, ASI/ESI's, CD's.
- G.20.7** The Contractor shall submit a Draft of the Operations and Maintenance manuals, including likely warranties and guarantees, training manuals 150 days after NTP.
- G.20.8** The Manuals for the Draft Submission and the Final Submission shall be issued in digital compact disk (CD) format as well as hard bound manuals.
- G.20.9** The contractor is required to conduct training that covers all work and aspects / divisions of the building / project. The training session shall be recorded by a video professional and DVD's of the recording shall be submitted. COTR will direct what training is necessary above and beyond what is identified in the specifications.

G.21 EROSION AND POLLUTION CONTROL

- G.21.1** The Contractor shall provide erosion control facilities as approved and as required for fulfilling the requirements of Health Regulations of the District of Columbia.
- G.21.2** The Contractor shall take such measures, as determined to be adequate in the opinion of the CO, which will prevent soil erosion from the site in question.
- G.21.3** The Contractor shall conduct all operations in such a manner as to prevent when possible and otherwise minimize the contamination of watercourses by sediment bearing materials or other pollutants.
- G.21.4** The Contractor shall maintain effective erosion control for the duration of any suspension of all or a portion of the construction operation.

G.22 GOVERNMENT INSPECTORS

- G.22.1** The Contractor shall perform work under the general direction of the COTR and is subject to inspection by his/her appointed Inspector to ensure strict compliance with the terms of the contract. Neither the COTR nor an Inspector is authorized to change any provision of the contract documents without written authorization of the CO.
- G.22.2** The Contractor shall not be relieved from compliance with material and workmanship requirements of the contract by the presence of or absence of an Inspector.

G.23 DRAWINGS AND DGS SPECIFICATIONS

- G.23.1** Pursuant to Article 2 of the General Provisions, Standard Contract Provisions for Construction Projects, included herein as Attachments J.3; the general character and scope of the work are illustrated by the drawings and specifications listed in Section C, and any additional detail drawings and other information deemed necessary by the CCO will be furnished to the Contractor when and as required by the work.
- G.23.2** Where on any of the drawings, a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to those portions indicated in the outline.
- G.23.3** Where similar work occurs in the drawings, the Contractor shall interpret the same in its general sense and not as meaning identical. The Contractor shall work out all the details in relation to their location and their connection with other parts of the work.
- G.23.4** In case of differences between small and large-scale drawings, the large-scale drawings shall govern.
- G.23.5** In case of differences between the schedules and small or large scale drawings, the schedules shall govern.
- G.23.6** In cases of differences between the specifications and standards, and in cases of differences between drawings and the specifications, the specifications shall govern.

G.24 REFERENCE TO CODES AND REGULATIONS

- G.24.1** Where the District of Columbia codes and regulations and other codes and regulations are referred to in these specifications, they are minimum requirements.
- G.24.2** Where the requirements of these specifications exceed the referred requirements of the codes and regulations, these specifications shall govern.
- G.24.3** Requirements of codes and regulations shall include revisions, amendments and supplements thereto in effect on the closing date of the RFP. The RFP will be amended to conform it to such code and regulation changes that occur after the closing date.

G.25 SINGULAR OR PLURAL NUMBERS

Where any device or part of equipment is herein referred to in the specifications or on the drawings in the singular or plural number, such reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.

G.26 ENGINEERING AND LAYOUT SERVICES

- G.26.1** The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. The Contractor shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- G.26.2** The District has made its best efforts to establish such general reference points as will enable the Contractor to proceed with the work. It is the Contractor's responsibility to visit the site and familiarize themselves with the site conditions before submitting his offer.

G.26.3 The Contractor shall make no change in locations without the written approval of the CO.

G.27 **BUILDING LINES AND BATTER BOARDS:** *This Section Intentionally Left Blank*

G.28 **WALL CHECK:** *This Section Intentionally Left Blank*

G.29 **INTERFERENCE**

(Mechanical Equipment, Piping, Ducts and Electric Conduits)

G.29.1 The Contractor shall coordinate all mechanical and electrical work associated with the separate sections of the specifications with work of all other trades so as to avoid any interference with installation of pipes, ducts and conduits.

G.29.1.1 The sizes and locations of the pipes, ducts, electrical conduits and the method of running them are shown on the drawings, but it is not intended to show every offset and fittings or every architectural or structural obstacle that will be encountered during the installation of the work. The Contractor shall modify alignment of pipes, ducts and conduits from that shown on the contract drawings, where necessary, without any additional costs to the District.

G.29.1.2 The Contractor shall furnish such materials and labor, as necessary, to make the piping, ducts and conduit modifications as required, due to building obstructions and to complete the installation in accordance with best practice of the trades and to the satisfaction of the COTR.

G.30 **CONTRACT DOCUMENTS FURNISHED** *This Section Intentionally Left Blank*

G.31 **ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS**

G.31.1 The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.

G.31.2 Unless otherwise specifically provided in the contract, the following procedure shall be used:

G.31.2.1 Where the nature of the change is known sufficiently in advance of construction to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

G.31.2.2 If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CCO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CCO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

G.31.3 Equitable Adjustments - Equitable adjustments shall be determined in the following manner, unless otherwise specifically stated in the contract.

1. Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

2. Price Adjustments

If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices
 - ii. Labor hours and basic hourly rate for each labor classification
 - iii. Fringe benefits rate for each classification
 - iv. Construction equipment
 - v. Overhead
 - vi. Profit
 - vii. Commission
 - viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).
3. The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.
 4. The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal Unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	Not applicable (N/A)	(N/A)	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	(N/A)
3. From Contractor on deleted work to have been performed by other than his/her own forces.	(N/A)	(N/A)	5% of value of deleted work
4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces.	(N/A)	(N/A)	5% of value of deleted work

5. When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

6. Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.
7. Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.
8. The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:
 - a. New durations for work activities affected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.
 - b. Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.
 - c. Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.

G.31.4 If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Government of the Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised March 2011, a contract time extension may be justified.

G.31.4.1 The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:

G.31.4.1.1 Reasons/cause and responsibility of each delay;

G.31.4.1.2 Inclusive dates of each delay;

G.31.4.1.3 Specific trades affected;

G.31.4.1.4 Portion (s) of each work contract activity affected and the duration thereof;

G.31.4.1.5 Status of work activity affected before delay commenced;

G.31.4.1.6 Concurrency of any other delays, including Contractor’s own;

G.31.3.1.7 Net effect of each delay under this request, on the overall contract completion; and

G.31.4.1.8 In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

G.31.4.2 All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.

G.31.4.3 In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.

G.31.4.4 In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

G.31.5 Cost and Pricing Data (applicable to a Change Order or Modification)

G.31.5.1 Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

G.31.5.2 If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

G.31.5.3 Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

G.31.5.4 The following specific information should be included as cost or pricing data, as applicable:

G.31.5.4.1 Vendor quotations;

G.31.5.4.2 Nonrecurring costs;

G.31.5.4.3 Information on changes in production methods or purchasing volume;

G.31.5.4.4 Data supporting projections of business prospects and objectives and related operations costs;

G.31.5.4.5 Unit cost trends such as those associated with labor efficiency;

G.31.5.4.6 Make or buy decisions;

G.31.5.4.7 Estimated resources to attain business goals;

G.31.5.4.8 Information on management decisions that could have a significant bearing on costs.

G.31.5.5 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CCO or representatives of the CCO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

G.31.5.5.1 final payment under the contract;

G.31.5.5.2 final termination settlement; or

G.31.5.5.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

G.32 **SCAFFOLDING**

G.32.1 The Contractor shall erect adequate scaffolds as required to perform the work in accordance with the Safety Code of the DC Minimum Wage and Industrial Safety Board and so that the work may be inspected by COTR.

G.32.2 The Contractor shall not erect scaffolds until required to be ready for use.

G.32.3 The COTR will inspect the work upon the Contractor's advising of completion of contract requirements, and the Contractor shall promptly remove the scaffolding upon acceptance of the work.

G.32.4 Wherever possible, the Contractor shall use swinging scaffolds for exterior work under this contract.

G.32.5 Where swinging scaffolds are not practicable, the Contractor will be permitted to use other types of scaffolds provided:

G.32.5.1 The Contractor shall prepare a list of areas and give the types of scaffold(s) he will use for each area.

G.32.5.2 The list shall be submitted not later than ten (10) calendar days after the contract is awarded.

G.33 EXISTING EQUIPMENT REMAINING IN USE

G.33.1 During the contract term, District personnel will maintain any existing equipment that remains temporarily operational.

G.33.2 The Contractor shall coordinate with the COTR the time for removal of equipment in order to permit the District to salvage components for use on equipment remaining in use.

G.34 TESTING AND CARE OF DRAINAGE FACILITIES

G.34.1 Prior to commencement of work under the contract, the Contractor shall conduct tests to ascertain the condition of existing drainage lines in accordance with the following requirements:

G.34.1.1 On projects where work is to be executed in the area of roof drains and areaways drains, the Contractor shall conduct a hose test on each drain line using a ¾ inch inside diameter garden hose without a nozzle and full pressure from an existing hose cock.

G.34.1.2 On projects where work is to be executed in the area of storm drainage structures such as yard drains, curb drains and catch basins, the Contractor shall conduct a hose test using a fire hose under pressure from a fire hydrant.

G.34.1.3 On projects where new work is to be connected to existing drainage lines, the Contractor shall conduct a test on each line affected to ascertain that the lines are clear and will handle their full capacity. Test shall be conducted with any apparatus that will establish the rate of flow.

G.34.1.4 In addition to before and after tests specified in subparagraphs G.34.1 and G.34.4 of this section, the Contractor shall execute tests on new installations in accordance with the plumbing section of these DGS Specifications.

G.34.2 All testing shall be performed in the presence of the Project Inspector and COTR and DOC security staff. The Contractor shall notify the COTR seven (7) working days in advance of the testing.

G.34.3 The Contractor shall promptly notify the COTR in writing of any existing drain lines found to be deficient. The CCO will initiate remedial action by D.C. Government personnel or issue a change order in accordance with provisions of Article 3, CHANGES, of the Standard Contract Provisions, General Provisions section.

G.34.4 Subsequent to proof of line clearance, the Contractor shall maintain all lines in clear and clean condition and shall remedy any deficiencies that may occur at no cost to the District until the final acceptance date of the contract. Just prior to final acceptance in order to demonstrate clearance, the Contractor shall repeat the tests as specified in subparagraph G.34.1.1 and G.34.1.3.

G.35 PHOTOGRAPHS:

G.35.1 Site Condition Photographs: Prior to start of construction work, the Contractor shall provide a minimum of twenty (20) pre-construction site condition photographs for each of the construction areas. The location of photographs shall be as directed and approved by the COTR. Photographs shall conform to requirements specified below. Photographs shall be e-mailed in electronic PDF format. *(For security reasons, DOC official must pre-approve the locations for photograph and Contractor's ability to take photographs)* All photographic exercises may only be performed by an individual approved by the COTR.

G.35.2 Progress Photographs: The Contractor by the 25th day of each month shall submit progress photographs of the site at each work area, via e-mail in electronic PDF format. The requirements for such photographs are as follows:

G.35.2.1 Size approximately 8 x 10 ½ inches.

G.35.2.2 Taken as directed by the COTR.

G.35.2.3 All photographs shall have an extension (title margin) of approximately ¾ inch clear paper at bottom of the 10 ½ inch side, with the following information printed or typed thereon:

G.35.2.3.1 Name of project and Contractor;

G.35.2.3.2 Location of photographs in relation to project;

G.35.2.3.3 Subject matter shown on photographs identified;

G.35.2.3.4 Dates taken; and

G.35.2.3.5 Serial numbers.

G.35.2.4 Glossy finish, mounted on linen. Provide a 1 inch wide binding margin on the left side.

G.35.2.5 Number of photographs in each submission:

G.35.2.5.1 Prior to starting work, twelve (12) (in addition to site condition photographs).

G.35.2.5.2 All other submissions shall be a minimum of eight (8) per phase.

G.35.2.6 Submitted to the COTR each month.

G.35.3 Finished Project Photographs: After building has been constructed, site cleaned up and project is ready for acceptance by the District, the Contractor shall furnish to the COTR four (4) prints each of five (5) photographs, plus the digital/electronic files, work areas for each phase, as follows:

G.35.3.1 One perspective view of project.

G.35.3.2 Three (3) photographs of areas designated by representatives of the COTR.

G.35.3.3 Photographs shall be 8 x 10 ½ inch size, with the following information printed in back:

G.35.3.3.1 Name of project; and

G.35.3.3.2 View shown on photograph.

G.35.4 Should the number of photographs provided be other than that specified above, the CCO shall issue a change order adjusting the contract amount in accordance with Article 3 of the Standard Contract Provisions.

G.35.5 All photographs shall be taken by a professional photographer with digital camera, on a minimum 4 x 5 inch negative size and all submissions shall be clear and with the proper contrast.

G.35.6 The Contractor may submit photographs by taking photos using digital cameras that provide the same degree of clarity and proper contrast. However, all the submittals shall be in the same aforementioned format, except in lieu of submitting the negatives, the Contractor shall submit the photos on the disks.

G.36 AS-BUILT DRAWINGS

G.36.1 General The Contractor shall, upon completion of all work under this contract, prepare and furnish to the COTR, as specified herein, as-built drawings. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work which changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised or additional drawings as required to depict final as-built conditions. The requirements for these additional drawings will be the same as for the as-built drawings specified in this paragraph.

G.36.2 Preliminary As-Built Drawings The Contractor shall maintain at the work site a full size set of contract drawings for depicting a daily record of as-built conditions. The drawings shall be maintained in a current condition at all times during the entire contract period and shall be readily available for review by the COTR at all times. These drawing shall be updated daily by the Contractor showing all changes from the contract plan which are made in the work, or additional information which might be uncovered in the course of construction. The Contractor shall record this information on the prints accurately and neatly by means of details and notes. The As-Built Drawings shall show, but not be limited to, the following details:

G.36.2.1 The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions of permanent features.

G.36.2.2 The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.

G.36.2.3 Correct grade or alignment of roads, structures, or utilities if any changes were made from contract plans.

G.36.2.4 Correct elevations if changes were made in site grading.

G.36.2.5 Changes in details of design or additional information obtained from working drawing specified to be prepared or furnished by the Contractor, including but not limited to fabrication, erection, installation and placing details, pipe sizes, insulation material, and dimension of equipment foundations.

G.36.2.6 The topography and grades of all drainage installed or affected as part of the project construction.

G.36.2.7 All changes or modifications of the original design that result from final inspection.

G.36.2.8 Where Contract Drawing or Specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.

G.36.3 Submittals of As-Built Drawings The Contractor shall submit to COTR for review and approval all as-built drawings using the following procedure:

G.36.3.1 Deliver two (2) copies of the preliminary as-built marked prints to the COTR at the time of final inspection of each facility for review and approval.

G.36.3.2 If upon review of the preliminary as-built drawings, the COTR finds errors or omissions, the COTR will return the drawings to the Contractor for corrections. The Contractor shall complete the corrections and return the drawings to the COTR within ten (10) calendar days.

G.36.3.3 After approval, the COTR will return one (1) copy of the as-built marked up print, along with the original contract Mylar to the Contractor for use in preparation of the final as-built drawings.

G.36.3.4 The Contractor shall incorporate the information from the approved preliminary as-built drawings into the final as-built Mylar in a neat, accurate and professional manner and deliver the same to the COTR.

G.36.4 Draftsmanship The Contractor shall employ only personnel proficient in the preparation of engineering drawings to standard, who are satisfactory and acceptable to the COTR, to modify or prepare drawing in Computerized Aided Drafting and Design (CADD). Hand drafted additions and corrections the Contractor makes to the contract documents shall be neat, clean, and legible and red-line mark ups shall be neat, clean and legible; where possible, shall match the adjacent existing line work or lettering, annotated in type, density, size and style.

G.36.5 Final As-Built Drawings The Contractor shall letter or stamp the final revisions to the as-built drawings with the words "RECORD DRAWING" in letters at least 3/8 inch high placed above the title block, if space permits; if not, below the title block between the border and the trim line. The date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing revision notation. The COTR will not permit markings on the reverse side of the drawings. The Contractor shall use the following details for labeling, sizing and formatting the drawings:

G.36.5.1 Title block to be used for any new as-built drawings shall be similar to that used on the original drawings.

G.36.5.2 New or added drawings shall be full size to match the overall dimensions of the Government supplied Mylar.

G.36.5.3 The COTR will review any final as-built drawings for accuracy and conformance to the drafting standard and other requirement contained in this and other sections. The Contractor shall make all corrections, changes, additions, and deletions required to meet these standards.

G.36.5.4 The Contractor shall complete and return the final as-built record drawings (Mylar) and return the same to the COTR within sixty (60) calendar days after the final inspection of the facility to which the drawings apply, unless additional time is granted by the COTR.

G.36.5.5 If the District furnishes the original contract drawings in digital format the Contractor shall submit the as-built drawings on CD (3 copies) using the latest version of AutoCAD and provide prints in PDF format.

G.37. 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT

G.37.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

G.37.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.7, in which the Contractor shall agree that:

G.37.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

G.37.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

G.37.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

G.37.3.1 Number of employees needed;

G.37.3.2 Number of current employees transferred;

G.37.3.3 Number of new job openings created;

G.37.3.4 Number of job openings listed with DOES;

G.37.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

G.37.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;

- a. Name;
- b. Social Security number;
- c. Job title;
- d. Hire date;
- e. Residence; and
- f. Referral source for all new hires.

G.37.4 If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

G.37.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

G.37.5.1 Document in a report to the CCO its compliance with the section G.37.4 of this clause; or

G.37.5.2 Submit a request to the CCO for a waiver of compliance with section G.37.4 and include the following documentation:

G.37.5.2.1 Material supporting a good faith effort to comply;

G.37.5.2.2 Referrals provided by DOES and other referral sources;

G.37.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and

G.37.5.2.4 Any documentation supporting the waiver request pursuant to section G.37.6.

G.37.6 The CCO may waive the provisions of section G.37.3 if the CCO finds that:

G.37.6.1 A good faith effort to comply is demonstrated by the Contractor;

G.37.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

G.37.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

G.37.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

G.37.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.37.3 and G.37.5, the CCO shall determine whether the Contractor is in compliance with section G.37.3 or whether a waiver of compliance pursuant to section G.37.6 is justified. If the CCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CCO shall, within two business days of making the determination forward a copy of the determination to the CFO and the COTR.

G.37.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.37.3, or deliberate submission of falsified data, may be enforced by the CCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CCO pursuant to this section G.37.6.

G.38 SOFTWARE REQUIREMENTS

G.38.1 PROLOG Software Interface Requirement – The District will provide General Contractor's access to the DGS Prolog Project Management software. The Contractor will be responsible for using Prolog to execute selected contract document requirements in coordination with DGS COTR.

G.38.2 Scheduling Software Requirement – The Contractor shall be responsible for using Primavera 6 Prolog to prepare and submit any and all project schedules required for these work requirements.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 The Contractor shall pay to the District of Columbia the sum of **nine hundred dollars (\$900.00)** as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the General Provisions of the Government of the Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011.

H.1.2 If the District terminates for default the Contractor's right to proceed in accordance with Article 5, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of re-procurement.

H.2 GOVERNMENT'S RESPONSIBILITY

District will provide to the Contractor all necessary passes for Contractor's employees required to enter into the facility.

H.3 PERMITS, LICENSES AND CERTIFICATES

H.3.1 The District will obtain the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits required for this project including but not limited to Raze Permit, certificates and licenses from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.

H.3.1.1 The Contractor shall apply and pay for all required permits well in advance of the time that they are needed.

H.3.1.2 If the Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR.

H.3.2 The Contractor shall ascertain and obtain the required permits, licenses and certificates for this project. Permits, Licenses and Certificates may include, but are not limited to:

Permits and Certificates

1. Plumbing
2. Electrical
3. Refrigeration
4. Elevator
5. Boiler and Pressure Tank
6. Public Space – To work in, excavate in or occupy
7. Signs and Temporary Fences
8. Work on Sunday and after 6:00 p.m. weekdays.
9. Razing

Licenses

1. Master Plumbers
2. Electrical
3. Refrigeration
4. Boiler
5. Pressure Tank
6. Elevator

H.3.3 The District will not allow work requiring permits and licenses to proceed until the Contractor produces evidence showing that such permits and licenses have been procured from the DCRA. Permits will be issued only to persons duly licensed for work in the District of Columbia, except as follows:

H.3.3.1 Where electrical, plumbing and refrigeration Contractors and their craft persons perform work under contract with the District of Columbia and the work is physically located in areas outside the District of Columbia, it shall be sufficient if any such Contractor and the Contractor's craft persons are licensed either by the District of Columbia or by any governmental agency having jurisdiction over the area adjoining the site on which the work is performed.

H.3.4 The Contractor shall prominently display all permits within the confines of the construction site.

H.4 UTILITY CONNECTIONS AND SERVICES

The Contractor shall locate all existing utilities and performing the required modifications to all utilities for the completion of construction. All utility costs, costs to modify and connection fees shall be incorporated into the fixed price offer.

H.4.1 Temporary Electricity

H.4.1.1 The Contractor shall arrange for and pay all expenses associated with procurement and use of the following:

H.4.1.1.1 Install a temporary meter on existing power lines and pay for all electric power used;

H.4.1.1.2 Install temporary lines to conform with the requirements of the D.C. Electrical Code for such work;

H.4.1.1.3 Furnish and install all necessary safety devices required;

H.4.1.1.4 Maintain temporary line and equipment in proper condition until lines are no longer required and disconnected;

H.4.1.1.5 Make connections to existing electric services in accordance with D.C. Electrical Code requirements and standard procedures developed by the electric company;

H.4.1.1.6 Upon completion of the work, remove temporary lines, poles and other accessories, make disconnections and restore services to an approved condition.

H.4.2 Temporary Water For construction purposes, temporary connection to the existing water mains is permitted, at the Contractor's expense, contingent upon the Contractor performing the following:

H.4.2.1 That no connections to water mains are made without first acquiring approval from the District of Columbia Water and Sewer Authority (WASA);

H.4.2.2 That the Contractor shall furnish all necessary temporary lines, fittings, valves, and make all temporary connections to bring the water to the job site;

H.4.2.3 That all pipe, fittings, and hose used shall be leak proof and that hook-ups and connections be made in a manner comparable to new work to prevent unnecessary waste of water;

H.4.2.4 That all branches from temporary main feed be equipped with tight cut-off valves; and

H.4.2.5 That upon completion of the work, temporary lines, fittings, valves and other accessories are removed, disconnections made, and services restored to an approved condition.

H.4.3 Permanent Connections to Mains

The Contractor shall make and pay for all the required permanent connections for water, sewer, gas, electrical, telephone and fire alarm systems at its own expense. The Contractor shall pay fees and associated costs and make all arrangements with utility companies and appropriate agencies as may be required for proper and expeditious completion of the project.

H.5 SHOP DRAWINGS AND CATALOGUE CUTS

H.5.1 Within seven (7) calendar days from the date of the NTP, the Contractor shall prepare a complete list of all samples, catalogue cuts and shop drawings required to be submitted (see G.37.2 for Scheduling Software requirement) as follows:

H.5.1.1 The Contractor shall submit the list to the COTR or his designee in quadruplicate for approval. The COTR will return one (1) copy of the approved list to the Contractor.

H.5.1.2 The District will not make progress payments until the required list has been submitted by the Contractor. The District will not make payments for any materials installed by the Contractor without approval by the COTR where submittal of the same is required.

H.5.2 The Contractor shall not install or use materials in the work until the COTR has given written approval of required samples, shop drawings or catalogue cuts, to be submitted as stated above.

H.5.2.1 Normally, seven (7) calendar days will be required for checking submitted materials. However, more time will be required for more complex submittals. The Contractor is advised that submittals that are kept simple (i.e. related to one section of the specifications or to one system) will be processed more expeditiously than more complex submittals. Approval of materials, shop drawings, catalogue cuts shall be only for the characteristics or uses named in the submission and shall not be construed as:

H.5.2.1.1 Permitting any departure from contract requirements except as specifically stated in the approval.

H.5.2.1.2 Relieving the Contractor of the responsibility of complying with the contract requirements because of errors which may exist.

H.5.2.1.3 Constituting a complete check, but will indicate only that the general method of construction and detailing is satisfactory and the Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

H.5.3 The Contractor shall submit all the shop drawings, samples and catalogue cuts in accordance with the following requirements:

H.5.3.1 Letter of transmittal, each transmittal shall be submitted in triplicate and contain the following information:

H.5.3.1.1 Project name and contract number;

H.5.3.1.2 Work for which material is intended;

H.5.2.1.3 Identification of material in accordance with Federal Specifications or A.S.T.M. number, manufacturer, model, type, class, brand name, specifications reference, and local distributor; and

H.5.2.1.4 General Contractor's stamp of approval as evidence that drawings, samples, and catalogue cuts included in the submittal have been checked for conformity with contract requirements including dimensions, quality, grade, type, quantity coordination with other work and that the Contractor assumes all responsibility for errors or discrepancies.

H.5.4 Shop Drawings

H.5.4.1 The Contractor shall submit shop drawings as described below:

H.5.4.1.1 Submit one electronic copy via PROLOG, six (6) hard copies of each drawing and one (1) electronic PDF set, emailed.

H.5.4.1.2 Identified as to project name and number, General Contractor, fabricator, manufacturer, model, type, class, brand name, specifications reference, local distributor, and date drawn to which drawing applies. Submittal shall include General Contractor's review and approval stamp and signature.

H.5.4.1.3 Drawings shall be complete in every respect and assembled into sets.

H.5.4.1.3.1 Each submission shall show complete system to which it applies and shall include catalog cuts, samples and other applicable data pertinent to the system.

H.5.4.1.3.2 The COTR will review and approve the shop drawing submittals, and if approved, will return three (3) sets of the same to the Contractor.

H.5.4.1.3.3 When corrections to shop drawing prints are necessary; two (2) prints of each shop drawing will be returned to the Contractor for corrections and resubmission in six (6) sets.

H.5.4.2 The Contractor shall submit one (1) reproducible print of each approved shop drawing after final approval of submitted shop drawings has been made.

H.5.4.3 If drawings show variations from contract requirements because of standard shop practices or for any other reasons, the Contractor shall make specific mention of such variation and the cause therefore in the letter of transmittal.

H.5.4.3.1 If the variations in the drawings are acceptable to the COTR, he/she may initiate any changes to the contract under Article 3, Changes, of the Standard Contract Provisions, which will be subject to the CO's approval.

H.5.4.3.2 If drawings submitted indicate a departure from the contract requirements, which the CCO finds to be in the best interest of the District of Columbia and to be so minor as not to involve a change in contract price or time for completion, he may approve the drawings.

H.5.5 Composite Shop Drawings

In addition to shop drawings specified in the various sections of the specifications, the Contractor shall submit composite shop drawing details of constricted spaces, pipe and duct spaces,

mechanical, equipment rooms and ceiling spaces where pipes, ducts, conduit, and the like cross over one another and where items such as light fixture housings project into the space, to ensure that equipment approved for use or proposed for use fits into the space provided.

H.5.5.1 In the event of a conflict, the Contractor may offer his suggestions for solution of the problem on the shop drawing submittal or by letter submitted therewith;

H.5.5.2 Contractor shall submit composite shop drawings within 7 days after NTP to prevent a delay in construction.

H.5.6 The Contractor shall submit, with a letter of transmittal, samples, catalogue cuts, test reports, and certifications, as required. The Contractor shall not submit any samples and catalogues with offers. The Contractor must refer to the specification sections for samples, catalogue cuts, test reports and certifications required under the contract. (See – G.38.2 for Scheduling Software requirement).

H.5.6.1 The Contractor shall submit the required samples prepaid in duplicate, unless otherwise specified in the applicable specification section.

H.5.6.2 The Contractor shall submit the required catalogue cuts in six (6) sets.

H.5.6.3 The Contractor shall submit each item and label it with the following information:

H.5.6.3.1 Project name and contract number;

H.5.6.3.2 Work for which material is intended;

H.5.6.3.3 General Contractor, manufacturer and fabricator;

H.5.6.3.4 Applicable Federal Specifications, A.S.T.M. specification or other standard;

H.5.6.3.5 Contract specification reference; and

H.5.6.3.6 Manufacturer's brand name, class or grade and type.

NOTE: The COTR shall hold for 30 days and then destroy samples submitted without the above labels.

H.5.6.4 The Contractor shall submit samples of materials that are required to match work in place and shall also submit representative samples of present materials which they are to match. The Contractor may take a sample of present materials from the work in place, but if this is not possible, the Contractor will take a sample to the site of the work for inspection and verification.

H.5.6.5 The COTR will approve a sample submitted only for the characteristics or for the uses named in such approval and no other purpose.

H.5.6.5.1 No approval of a sample shall be taken in itself to change or modify any contract requirement unless specifically stated in the approval.

H.5.6.5.2 The Contractor shall send the approved samples not destroyed in testing back to the COTR.

H.5.6.5.3 The Contractor shall mark for identification and use in the work the approved samples of hardware, miscellaneous accessories and signs in good condition.

H.5.6.5.4 The COTR may retain for thirty (30) days any samples not destroyed in testing and that are not approved, and then dispose of them or return them to the Contractor at his expense if requested within thirty (30) days from the date of rejection.

- H.5.6.6** The COTR will request the Contractor to deliver test samples as specified in the various DGS Specifications sections and other test samples deemed necessary, or the COTR will take the same from various material or equipment delivered by the Contractor for use in the work. The COTR has the right to request any additional tests from an accredited testing facility on any materials delivered to the site of the work, at the District's expense.
- H.5.6.7** If any of these test samples fail to meet the specification requirements, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements at no additional cost to the District.
- H.5.6.8** The District may refuse to consider under this contract any further samples of the same brand or make of material that fails to pass specified tests.
- H.5.6.9** The District reserves the right to disapprove any material, which is presently, or previously has been, unsatisfactory in service.
- H.5.6.10** The Contractor shall submit material lists, schedules and diagrams for material, equipment, fixtures, fittings, hardware required under specifications sections in six (6) sets and labeled as set forth for catalogue cuts.
- H.5.6.11** The Contractor shall identify individual items included in brochures and catalogs that are submitted for approval in the transmittal letter and in its submittal material.

H.6 PROPRIETARY RESTRICTIONS

- H.6.1** Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.
 - H.6.1.1** Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval by the CO, prior to offer opening, any item or type of construction which is equal to that specified.
 - H.6.1.2** The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item. The CCO may approve any item or type of construction submitted by the contractor which, in her sole discretion, is equal to that specified.

H.7 DEBRIS AND CLEANING

- H.7.1** The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.
- H.7.2** Upon completion of the work, the Contractor shall remove all equipment, salvaged materials provided for the work and leave the premises in a neat and clean condition satisfactory to the COTR at the site.

H.8 MATERIALS AND WORKMANSHIP

- H.8.1** Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

- H.8.2** In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.9 STANDARDS

- H.9.1** Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision thereof in effect on the offer submission date specified in Section L.5.
- H.9.2** The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the Offerors. However, the CCO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.
- H.9.3** Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.10 EQUIPMENT COORDINATION

The Contractor shall ascertain that the make and model of all shop or factory fabricated equipment furnished not only meets all requirements of the contract document, but it shall be of the proper physical size and dimension to fit the space or area, ductwork, conduit, panel boxes, disconnect switches and related accessory equipment. Where the physical size of any equipment is dependent upon other equipment, coordination shall be done by the Contractor to assure that they are compatible and will fit within the limitations of the space where they are to be located, including coordinating of utility connections and coordination of space for servicing the equipment, changing filters, cleaning tubes and similar operations.

H.11 MANDATORY SUBCONTRACTING REQUIREMENT

- H.11.1** For contracts in excess of \$250,000.00, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises.
- H.11.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.11.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.11.3** A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.11.1 and H.11.2.

H.12 CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS

- H.12.1** If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at

least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.12.2 If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

H.13 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.13.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.13.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

H.14 PERFORMANCE REQUIREMENT FOR CONTRACTS OF \$1 MILLION OR LESS

If this is a construction contract of \$1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

H.15 SUBCONTRACTING PLAN

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.11. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its offer, a notarized statement detailing its subcontracting plan. Offers responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract in accordance with the provisions of Section H.11, but fails to submit a subcontracting plan with its offer. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.15.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.15.2 Statements of the dollar value of the offer that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.15.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.15.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

- H.15.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.15.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.15.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.15.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.15.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.16 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- H.16.1** The dollar amount of the contract or procurement;
- H.16.2** A brief description of the goods procured or the services contracted for;
- H.16.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- H.16.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.16.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.16.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in H.2, H.12 and H.13 and its approved Subcontracting Plan; and
- H.16.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in H.2, H.12 and H.13 and its approved Subcontracting Plan.

H.17 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.17.1** If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan and the Contracting Officer determines the contractor's failure to be a material breach of the contract; the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.17.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.17.3 For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.18 PROJECT PROGRESS/COORDINATION MEETINGS

The contractor shall perform the following activities:

H.18.1 General: Prepare and distribute to each subcontracting entity performing work at the project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for contractors performing work where interfacing of work is required.

H.18.2 Weekly Progress Meetings: In addition to specific pre-installation and coordination meetings for each element of work, hold weekly progress meetings at regularly scheduled times which are convenient for everyone involved. Conduct meetings in a manner which will resolve any project problems, both present and anticipated. Record the meeting minutes and distribute copies, via PROLOG and e-mail in electronic PDF format to all persons in attendance and to others affected by decisions or actions resulting from each meeting. The meeting minutes shall be distributed in five (5) business days from the conclusion of the meeting and all corrections shall be made and the minutes re-distributed before the next meeting convenes.

H.18.3 Contractor shall arrange project planning meeting with all stakeholders identified by COTR within five (5) calendar days after Notice to Proceed (NTP)

H.18.4 Unscheduled meetings: The COTR may, at any time with reasonable advance notice to Contractor, require an unscheduled meeting.

H.19 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CCO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CCO for any proposed substitution of key personnel.

SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for Use with Specifications for District of Columbia Construction Projects Revised March 2011 is incorporated herein as Attachment J.3, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATION

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is Department of Labor Current General Decision Number: DC120002, dated 04/06/2012 DC2 is incorporated herein as Attachment J.4.

I.2.2 In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 I (3) (IV), if the intent to award letter is not issued within ninety (90) days of offer opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 CONFLICT OF INTEREST

I.3.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the offer. The forms can be found at www.ocp.dc.gov under solicitation attachments. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE

I.5.1 General Requirements. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors,

and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

- I.5.2** Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- I.5.3** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- I.5.4** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- I.5.5** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- Employers' Liability Insurance. The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.5.6** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as additional insured.
- I.5.7** Builder's Risk Insurance. The Contractor shall provide a Builder's Risk policy equal to the replacement cost value of the completed building or other structure including the building supplies and materials to cover damage to existing facilities at the site. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor; and shall name the District of Columbia as loss payee/mortgagee, as its interests may appear. The policy shall not exclude equipment breakdown, windstorm, flood, water damage other than flood, or damage due to drain/sewage backup. A waiver of subrogation in favor of the District of Columbia shall be included. (This policy is not required for contracts involving demolition only.)
- I.5.8** Duration. Except as provided in I.5.6, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

- I.5.9 Contractor's Property.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.5.10 Measure of Payment.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.5.11 Notification.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- I.5.12 Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Diane Wooden
Manager of Construction Services
Department of General Services (DGS)
2000 14th Street, N.W. – 5th Floor
Washington, D.C. 20009
Telephone: 202-671-2405
E-mail: Diane.Wooden@dc.gov

I.6 CONTRACTS IN EXCESS OF \$1 MILLION

Any contract in excess of \$1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the CO.

- I.7 DISPUTES** (Delete Article 7, Disputes, of the General Provisions, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Contracts, Revised March 2011 and substitute the following Article I.7, Disputes) (Interim PPRA Version, July 2011)

I.7.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.7.2 Claims by a Contractor against the District.

Claim, as used in paragraph I.7.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.7.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CCO for a decision. The Contractor's claim shall contain at least the following:

I.7.2.1.1 A description of the claim and the amount in dispute;

I.7.2.1.2 Data or other information in support of the claim;

I.7.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

- I.7.2.1.4** The Contractor's request for relief or other action by the CO.
- I.7.2.2** The CCO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- I.7.2.3** The CCO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CCO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- I.7.2.4** The CO's written decision shall do the following:
 - I.7.2.4.1** Provide a description of the claim or dispute;
 - I.7.2.4.2** Refer to the pertinent contract terms;
 - I.7.2.4.3** State the factual areas of agreement and disagreement.
 - I.7.2.4.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - I.7.2.4.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - I.7.2.4.6** Indicate that the written document is the CO's final decision; and
 - I.7.2.4.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.7.2.5** Failure by the CCO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
 - I.7.2.5.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
 - I.7.2.5.2** Liability under Paragraph I.7.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- I.7.2.6** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.7.3 Claims by the District against a Contractor:

- I.7.3.1** Claim as used in paragraph I.7.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- I.7.3.2** The CCO shall decide all claims by the District against a contractor arising under or relating to a contract.

I.7.3.2.1 The CCO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

I.7.3.2.1.1 Provide a description of the claim or dispute;

I.7.3.2.1.2 Refer to the pertinent contract terms;

I.7.3.2.1.3 State the factual areas of agreement and disagreement;

I.7.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.7.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.7.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.7.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.7.3.3 The CCO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

I.7.3.4 Before or after issuing the decision, the CCO may meet with the Contractor to attempt to resolve the claim by agreement.

I.7.3.5 The authority contained in this clause I.7.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.7.3.6 This clause shall not authorize the CCO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.7.4 Decisions of the CCO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

I.7.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.8 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.9 TIME

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.10 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.11 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.12 AUDITS, RECORDS, AND RECORD RETENTION

- I.12.1** At any time or times before final payment and three (3) years thereafter, the CCO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CCO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- I.12.2** The Contractor shall establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- I.12.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.12.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.12.5** Persons duly authorized by the CCO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.12.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.12.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, Revised March 2011, and the provision of this clause, the Standard Contract Provisions shall prevail.

I.13 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CCO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I.14 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.15 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

I.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 *et seq.*

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS

I.18.1 Environmentally Preferable Products Goals

- I.18.1.1** The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
- I.18.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 PAINT ENVIRONMENTAL REQUIREMENTS

- I.18.2.1** The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

- I.18.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

I.18.3 PROHIBITED PAINT COMPONENTS

- I.18.3.1** Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

I.18.4 PACKAGING

- I.18.4.1** Paint cans and their components shall not be fabricated with lead.

I.18.5 PRODUCT SAFETY

- I.18.5.1** A contractor shall be responsible for:

- Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.

- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS

I.19.1 Environmentally Preferable Products Goals

- I.19.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
- I.19.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.19.2 Environmentally Preferable Solvent Products

- I.19.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.
- I.19.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:
 - (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
 - (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
 - (b) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
 - (c) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
 - (d) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.

- (e) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
- (f) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels, including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.
- (g) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanone and isophorone.
- (i) **Other Solvents.** Other types of solvents include Freon, turpentine, dimethylformamide and carbon disulfide.

I.19.3 SOLVENT ENVIRONMENTAL REQUIREMENTS - THE CONTRACTOR SHALL AVOID THE FOLLOWING HAZARDS WHEN USING SOLVENT PRODUCTS DURING THE PERFORMANCE OF THIS CONTRACT

I.19.3.1 Health Hazards

- (a) Bodily Contact - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) Inhalation – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (d) Ingestion – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

I.19.3.2 Physical Hazards

- (a) Flammable materials are substances that will easily ignite burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

I.19.4 Prohibited Solvents

I.19.4.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

I.19.5 Packaging Reduced/Recyclable

I.19.5.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

I.19.5.2 No products shall be delivered in aerosol cans.

I.19.5.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

I.19.6 Product Safety

I.19.6.1 The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the cleanup cost for any spills or leaks that occur while they are using or transporting their products.

I.20 WAY TO WORK AMENDMENT ACT OF 2006

I.20.1 Except as described in I.20.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006, (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”) for contracts for services in the amount of \$100,000 or more in a 12-month period.

I.20.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

I.20.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

I.20.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its web site at www.ocp.dc.gov.

- I.20.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.5** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.5** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.20.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.20.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I.20.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

I.20.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

I.21 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

Attachments J.1 and J.2 may be obtained by contacting Blue Boy Imaging, section B.4. Attachments J.3, J.4, J.6, J.10 thru J.13 are physically attached and can be found along with this Solicitation on the DGS website. Attachments J.5, J.7, J.8, and J.9 are not physically attached to this Solicitation, but are incorporated by reference and are listed with a link to the location where they may be found. **Offerors shall fill out all required forms in their entirety. For Incorporation and Order of Precedence see Section I.12**

Attachment Number	Document
J. 1	Drawings named “CDF Data Center Renovation For DC Department of Corrections, 1901 D Street, SE, Washington, DC, 20003, 100% Submission, dated 8/29/2011.”
J. 2	Specifications named “Solicitation Number DCAM-12-CS-0002 August 29, 2011, Project Number: CR104C, PROJECT: Department of Corrections Data Center Renovation at DC Jail, 1901 D Street, SE, Washington DC 20003, Building Id Number: 00299”
J. 3	Government of the District of Columbia Standard Contract Provisions For Use With Specifications for District of Columbia Construction Projects Revised March 2011
J. 4	U.S. Department of Labor General Decision Number: DC120002 dated 04/06/2012
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice and Fact Sheet available at www.ocp.dc.gov click on “Solicitation Attachments”
J.6	Construction Contractor’s Performance Evaluation Guidelines & Forms
J.7	Tax Certification Affidavit, available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	First Source Employment Agreement, available at www.does.dc.gov click on “First Source” and then on “First Source Employment Agreement Form”
J.9	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85, available at www.ocp.dc.gov click on “Solicitation Attachments”
J.10	Disclosure Statement
J.11	Offeror's Proposal Submission Letter

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF OFFERORS**

- K.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K.2 Certification of Independent Price Determination**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Offer Bond**
- K.6 Employment Agreement**
- K.7 Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K.8 Certification as to Type of Business Organization**

K.1

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Offeror)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of Offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _day _____

At _____
City and State

Notary Seal

Notary Public

K.2**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. Each signature of the Offeror is considered to be a certification by the signatory that:
- (a) The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Offer, or
 - (iii) the methods or factors used to calculate the prices in the Offer;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Offer for the purpose of restricting competition.
- B. Each signature on the offer is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Offeror's organization responsible for determining the prices being offered in this Offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:
- _____
(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- C. If the Offeror deletes or modifies subparagraph A (b) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3

PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the COTR, certification that the Contractor has made and will make timely payments to his/her subcontractors and suppliers per his/her contractual arrangements with them.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

Satish Bagai
Project Manager
DGS, Construction Division
2000 14th Street, N.W., 8th Floor
Washington, D. C. 20009
Telephone: (202) 719-6545
E-mail: Satish.bagai@dc.gov

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K.4**SUBCONTRACTING PLAN**

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="display: flex; justify-content: space-between;"> LSDBE Subcontract Value Percentage Set Aside </div>

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONSThe prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

FOR CCO USE ONLY

Date Plan Received by CO: _____	
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____ DCAM-12-CS-0002
Brian J. Hanlon Name of CCO	_____ Signature
	_____ Date

(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)				
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work
<div> <div> Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <div> SBE: LBE: DBE: DZE: ROB: LRB: </div> </div> <div> Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ </div> </div>				
<div> <div> Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <div> SBE: LBE: DBE: DZE: ROB: LRB: </div> </div> <div> Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ </div> </div>				
<div> <div> Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <div> SBE: LBE: DBE: DZE: ROB: LRB: </div> </div> <div> Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ </div> </div>				
<div> <div> Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <div> SBE: LBE: DBE: DZE: ROB: LRB: </div> </div> <div> Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ </div> </div>				
<div> <div> Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <div> SBE: LBE: DBE: DZE: ROB: LRB: </div> </div> <div> Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ </div> </div>				
<div> <div> Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <div> SBE: LBE: DBE: DZE: ROB: LRB: </div> </div> <div> Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____ </div> </div>				

K.5
GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFER BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Offer Opening Date)				
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")				
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP		
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION				
PENAL SUM OF BOND					
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED				5% OF OFFER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	
	OFFER IDENTIFICATION				
	OFFER OPENING DATE		INVITATION NO.		
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said offer, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said offer and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the offer that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the offer.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this offer bond and have affixed their seals on the date set forth above.</p>					
PRINCIPAL					
1. SIGNATURE <div style="text-align: center;">Seal</div>		1. ATTEST 		Corporate Seal	
Name & Title (typed)		Name & Title (typed)			
2. SIGNATURE <div style="text-align: center;">Seal</div>		2. ATTEST 		Corporate Seal	
Name & Title (typed)		Name & Title (typed)			

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____, Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a offer guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

K-6**Certification Letter for Cashier's Check or Irrevocable Letter of Credit**

Offeror's who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such a payment and performance bond, the Offeror understands and agrees that: (1) the Office shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Office will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Office would experience in the event such award or contract are terminate due to the Offeror's failure to post a payment or performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Office would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ____ day of _____, 2012, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she a such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

K.7

EMPLOYMENT AGREEMENT

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

Date

Authorized Signature

K.8

BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

K.9

TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(1) It operates as:

- ☐ a corporation incorporated under the laws of the State of _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(2) If the Offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in _____
(Country)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 SITE VISIT AND PRE-PROPOSAL CONFERENCE**

Prospective Offerors are encouraged to attend a pre-proposal conference/site visit of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in offer or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District.

- L.1.1** A pre-proposal conference to discuss the contents of this solicitation and other pertinent matters will be held on May 14, 2012, at 11:00 a.m. at the following address:

**DC Jail
1901 D Street, SE
Washington DC 20003**

- L.1.2** A site visit is scheduled following the pre-proposal conference, at the same location as above.

- L.1.3** Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the pre-proposal conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that Offeror attendance can be properly recorded.

- L.1.4** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All questions must be submitted in writing following the close of the pre-proposal conference by May 18, 2012 in order to generate an official answer. Official answers will be provided by amendment and posted on the DGS website at www.dgs.dc.gov.

L.2 POST AWARD CONFERENCE

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

Department of General Services
Contracts and Procurement Division
2000 14th Street, NW – 5th Floor
Washington, D. C. 20009

L.3 CONTRACT AWARD

- L.3.1** The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.3.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.4.1 Offerors shall submit **one (1) signed original** plus **three (3) copies** of the written technical proposal and **one (1) signed original** plus **two (2) copies** of the price proposal in two (2) separate parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

**"Proposal in Response to Solicitation No. DCAM-12-CS-0002
Renovation of the DC Jail Data Center"**

L.4.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this Solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.4.3 The original offer shall govern if there is a variance between the original offer and the copy submitted by the Offeror. Each Offeror shall return the complete solicitation as its offer.

L.4.4 The District may reject as unacceptable any offer that fails to conform in any material respect to the Request for Proposal.

L.4.5 **The District may also reject as unacceptable any offer submitted on forms not included in or required by the solicitation**, or if the solicitation package is obtained from any source other than the District's official source. Offerors shall make no changes to the requirements set forth in the solicitation.

L.5 PART ONE – TECHNICAL PROPOSAL

L.5.1 Past Performance & References

The Offeror shall list three (3) similar projects which the General Contractor or Joint Venture Team has worked on in the last five (5) years. Each project should be accompanied by a verifiable reference.

Offerors will be evaluated based on the above and their demonstrated experience with: (1) constructing similar projects in a secure facility; (2) knowledge of, and access to, the local subcontracting market; and (3) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

The Offeror shall provide the following information for each project:

- L.5.1.2.1** Name and location of the project;
- L.5.1.2.2** Contact person name and telephone number;
- L.5.1.2.3** Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work and Offeror's role on the project;
- L.5.1.2.4** Time period of the construction;
- L.5.1.2.5** Completed size in SF; and
- L.5.1.2.6** Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.

L.5.2 Key Personnel

Offerors shall assign senior personnel to this project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Proposals should identify, at a minimum: (i) the Project Executive; (ii) the Field Superintendent; and (iii) the Project Manager responsible for the Project. The Offeror shall provide resumes for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. The District will also consider the experience that the Contractor and its team members have working together on similar projects.

L.5.3 Project Management Plan

Offerors shall submit a Project Management Plan. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate an understanding of the Project, a knowledge of the process and impediments that must be overcome, and ensure that sufficient staffing will be provided.

L.5.4 Preliminary Schedule

At a minimum, the plan should: (i) identify the key milestone dates and provide a description of how these dates will be achieved; (ii) provide a skeletal schedule of the work and the phasing of construction; and (iii) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The schedule should demonstrate the anticipated manner in which the Project will be constructed. The schedule should also show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project.

L.5.5 LSDBE Compliance/Utilization

The District desires the selected Contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors shall submit a LSDBE Utilization Plan that proposes how it intends to meet this goal.

L.6 PART TWO – PRICE PROPOSAL

L.6.1 Table of Contents

L.6.2 Pages 3 and 4 of the solicitation

L.6.3 Attachments J.6, J.7., J.8 and J.9

L.6.4 Original Executed Proposal Bond (Section K)

L.6.5 Representations and Certifications (Part IV-Section K) completed and executed in accordance with the instructions included therewith.

L.7 ORAL PRESENTATIONS

L.7.1 At the District's option, Offerors considered to be responsive may be requested to provide a single oral presentation at the time and place specified by the District. Presentations shall be limited to 45 minutes plus a 15 minute question and answer period. Proposed key personnel for the Project may be requested to make the Oral Presentation. Offerors will receive a 24 hour notice if an oral presentation is required.

L.7.2 Oral presentations will allow Offerors to present the material submitted in their Part One Technical Proposals, and to answer questions by the Technical Evaluation Committee. Offerors deemed to meet the minimum project requirements and determined to be in the competitive range will be notified of the exact time and location for these presentations if required.

L.8 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**L.8.1 Proposal Submission**

Proposals must be submitted no later than 2:00 p.m. local time on May 28, 2012 to the Department of General Services Contracts and Procurement Division, 2000 14th Street, NW, 5th Floor, Washington DC 20009. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CCO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received or;
- (d) The Contracting Officer determines that the additional competition is in the best interest of the District.

L.9 WITHDRAWAL OR MODIFICATION OF OFFERS

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of offers, but not later than the closing date and time for receipt of proposals.

L.10 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.10.1 Offers, modifications to offers, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.10.1.1 The offer or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers; or

L.10.1.2 The offer or modification was sent by mail and it is determined by the CCO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.10.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.10.3 Late Submissions

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.10.4 Late Proposals

A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.10.5 Late Modifications

A late modification of a successful proposal that makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

L.11 HAND DELIVERY OR MAILING OF OFFERS TO

Department of General Services
Attn: JW Lanum
Contracts and Procurement Division
2000 14th Street, N.W. - 5th Floor
Washington, DC 20009

L.12 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the CO. The prospective Offeror shall submit questions no later than

ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CCO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

Amendments, if any, will be posted on the DGS website. Vendors are responsible for checking the DGS website (www.dgs.dc.gov) daily in the event that amendments are made to a solicitation.

L.13 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with a offer should not return this solicitation. Instead, they should advise the DGS, CO, Contracts & Procurement Division 2000 14th Street, N.W., 5th Floor, Washington, DC 20009, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting an offer in response to this solicitation. If a recipient does not submit a offer and does not notify the CCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.14.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.14.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.15 PROPOSAL PROTESTS

Any actual or prospective Offeror, or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430,

Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.14 SIGNING OF OFFERS

L.14.1 The Offeror shall sign the offer and print or type its name on the offer form in the attached Offer Form Package. Each offer must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.14.2 All correspondence concerning the offer or resulting contract will be mailed to the address shown on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in an offer rejection.

L.15 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.16 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.17 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.18 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.19 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Diane Wooden
Manager of Construction Services
Department of General Services (DGS)
2000 14th Street, N.W. – 5th Floor
Washington, D.C. 20009
Telephone: 202-671-2405
E-mail: Diane.Wooden@dc.gov

L.20 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.21 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CCO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CCO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.22 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.22.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.22.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.22.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.
- L.22.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

L.23 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.24 ACCEPTABLE OFFER GUARANTEES

L.24.1 An offer guarantee in the amount of 5% of the offer price is required with offers over \$100,000.00. If an Offeror fails to provide the required offer guarantee, such failure will require rejection of the offer.

L.24.2 Types of guarantees acceptable to the District of Columbia:

L.24.2.1 A bond provided by a surety in accordance with 27 DCMR Chapter 4736.

L.24.2.2 A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

L.24.2.3 United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.25 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of one hundred twenty (120) calendar days from the date/time of the offer opening. However, if for administrative reasons, the District is unable to make an award within this time period, the CCO will request the Contractor and his/her surety to extend the offer bond for an additional sixty (60) days.

L.26 LOCAL OPERATING FACILITIES

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS

TELEPHONE NUMBER

EMERGENCY CONTACT PERSON

EMERGENCY NUMBER

FAX NUMBER

CELLULAR NUMBER

L.27 TECHNICAL INFORMATION

For technical information concerning this solicitation, please contact:

Silvia D. Silverman
Contract Specialist
Department of General Services
2000 14th Street, N. W., 5th Floor
Washington, D. C. 20009
Tel: 202-671-1359
Fax: 202-442-9506
E-mail: Silvia.Silverman@dc.gov

L.28 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION

All contractual correspondence must be directed to:

JW Lanum
Associate Director/ Contracting Officer
Department of General Services
2000 14th Street, N.W. - 8th Floor
Washington, D.C. 20009
E-mail: JW.Lanum@dc.gov

L.29 OFFER DOCUMENTS

L.29.1 Persons who obtain solicitation materials from anyone other than the District's official website: www.dgs.gov, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the offer amount and/or responsiveness determinations.

L.29.2 The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains solicitation materials through other than the official channels.

L.29.3 This solicitation and any amendments/addenda to proposal documents and proposal materials are only available electronically from www.dgs.dc.gov, click on the "Solicitation" icon. In the unlikely event that the DGS website is not functioning correctly or in the event that amendments to a solicitation are made, it is the responsibility of the supplier to check the print media for solicitation information or call DGS at (202) 727-2800. Print media may include The Washington Post, The Washington Times, The Informer, The Afro-American, The Commerce Business Daily, The Washington Examiner, or El Pregonero.

L.29.4 All Offerors downloading this solicitation from the DGS website shall submit to Diane Wooden, via e-mail at diane.wooden@dc.gov the following information:

- a. Name of company
- b. Contact Person name
- c. Telephone number
- d. Fax number
- e. E-mail address

L.30 EXAMINATION OF OFFER DOCUMENTS AND SITE OF WORK

Offerors will be held to have:

L.30.1 Checked all measurements and visible features which would in any manner affect the work to be performed.

L.30.2 Verified conditions at the site.

L.31 PAYMENT AND PERFORMANCE BONDS

In accordance with Title 27 DCMR §4736.4, at contract award, the Contractor shall provide both a payment bond and a performance bond each in an amount equal to 100% of the contract price.

L.32 GENERAL STANDARDS OF RESPONSIBILITY

L.32.1 The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, in order to be determined responsible pursuant to 27 DCMR, 4706 (a) through (i), the prospective Contractor shall submit the following documentation, within five (5) days of the request by the District:

- (a) Have (or can obtain) the necessary financial, technical, organizational, experience, accounting and operational control skills and resources, and facilities and equipment, necessary to perform the contract in accordance with its terms;
- (b) Be able to comply with the proposed delivery or performance schedule;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have not exhibited a pattern of overcharging the District;
- (f) Have a satisfactory record of compliance with the law;
- (g) Have not been suspended, debarred, or otherwise ineligible to receive contracts from the District Government or the Federal Government;
- (h) Meet any other qualification criteria that may be imposed by applicable laws or regulations; and
- (i) Provide adequate evidence that it has paid and filed all applicable District of Columbia and federal taxes and tax returns.

L.32.2 If the prospective Contractor fails to supply the information requested, the CCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CCO shall determine the prospective Contractor to be non-responsible.

L.33 NON-RESPONSIVE PRICING

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Department reserves the right to deem a proposal non-responsive if Offerors price is greater than 150% of the independent government cost estimate.

L.34 REJECTION OF SUBMISSIONS

The Department reserves the right, in its sole discretion:

L.34.1 To cancel this solicitation or reject all submissions.

- L.34.2** To reject submissions that fail to prove the Offerors responsibility.
- L.34.3** To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- L.34.4** To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- L.34.5** To take any other action within the applicable Procurement Regulation or law.
- L.34.6** To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.
- L.34.7** The District may also reject as unacceptable any offer submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source. Offerors shall make no changes to the requirements set forth in the solicitation.

PART V
SECTION M - EVALUATION PREFERENCE POINTS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING SCALE

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Major deficiencies which may not be correctable.
2	Minimally Acceptable	Minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in M.5.2 of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the Offeror with the highest evaluated score.

M.3 TECHNICAL RATING (70 Points Maximum)

The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. The points for each evaluation factor is noted below.

M.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.4.1 Past Performance & References (Maximum 20 points)

DGS desires to engage a Contractor with the experience necessary to perform the requirements as described in Section C of this RFP and Attachment J.1 of this solicitation. Offerors will be evaluated on the basis of the following experience listed in L.5.1.

M.4.2 Key Personnel (Maximum 15 points)

This factor considers the technical expertise to be accessed and provided by the Offeror to perform the District's requirements as described in Section C and Attachment J.1 of this solicitation. This

factor encompasses all components of the Offeror's staff and staff related activities, including the Offeror's organizational structure, the qualifications and expertise of the Offeror's proposed staff, and the Offeror's staff development initiatives.

Senior personnel assigned to this Project will be evaluated on the basis of its experience in completing construction projects on-time and on-budget. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; and (iii) key project managers. (iv) Certified Technician, LEED MR Credit 1.1 Building Re-use, Maintain Existing Walls, Floors and Roof. The availability and experience of the key individuals assigned to this project will be evaluated.

M.4.3 Project Management Plan (Maximum 15 Points)

Offerors shall submit a Work Plan and Schedule. The Work Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process, any impediments that must be overcome, and ensure that sufficient staffing will be provided to complete the project on time and within the proposed budget.

M.4.4 Preliminary Schedule (Maximum 10 Points)

At a minimum the plan should comply with Section L.5.4 completely. The schedule should demonstrate the anticipated manner in which the Project will be constructed. The schedule should also show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. The District will also consider the experience that the Contractor and its team members have working together on similar projects.

M.4.5 LSDBE Compliance/Utilization (Maximum 10 Points)

Offerors shall submit a LSDBE Utilization Plan in accordance with L.5.5.

M.4.6 Price (Maximum 30 Points)

Offerors will be required to bid a lump sum for the Project work for CLIN 0001 listed in Section B of this RFP.

The price evaluation will be objective. Offerors will be required to bid a lump sum for the Project as well as pricing for CLIN 0001 listed in Section B of this RFP.

The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 30 = \text{Evaluated price score}$$

Proposals that are too far above or below the norm will not be evaluated.

M.4.7 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.4.8 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating offers from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the offer price for a offer submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the offer price for a offer submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the offer price for a offer submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the offer price for a offer submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve percent (12%) for offers submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its offer. The CCO will verify the Offeror's certification with DSLBD or SLBOC, as appropriate, and the Offeror should not submit with its offer any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

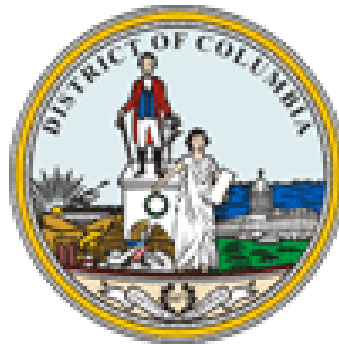
M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

ATTACHMENT J.3

Government of the District of Columbia

STANDARD CONTRACT PROVISIONS

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised March 2011)



PLEASE RETAIN FOR YOUR REFERENCE

INDEX

INSTRUCTIONS TO BIDDERS

	PAGE
Qualification of Bidders	5
Bid Documents	5
Examination of Bid	5
Preparation for Bids.....	5
Error in Bids	5
Labor and Material Not Furnished by District	5
Addenda and Interpretations	6
Alternate Bids	6
Bids for All or Part	6
Price Schedule Interpretation	6
Corrections	6
Bond Requirements.....	6
A. Bid Guaranty	6
B. Performance Bond	7
C. Payment Bond	7
D. Bond Source	7
Signature to Bids.....	7
Marking and Mailing Bids	8
Receiving Bids, Modifications or Withdrawals	8
Withdrawal of Bids	8
Opening of Bids	8
Award or Rejection.....	8
Cancellation of Award.....	9
Contract and Bond	9

GENERAL PROVISIONS

Definitions	10
Specifications and Drawings	10
Changes	11
A. Designated Change Orders	11
B. Other Change Orders	11
C. General Requirements	11
D. Change Order Breakdown	11

EQUITABLE ADJUSTMENT OF CONTRACT TERMS

Differing Site Conditions	12
Suspension of Work	13

INDEX (Continued)

	PAGE
Significant Changes in Character of Work	13
Termination-Delays.....	14
Termination for Convenience.....	15
Disputes.....	19
Payments to Contractor.....	21
Transfer or Assignment.....	21
Material and Workmanship.	21
Surplus Material Use.....	22
District Material.....	22
Plant.....	22
Capability of Workers.....	22
Conformity of Work and Materials.....	23
Unauthorized Work and Materials.....	23
Inspection and Acceptance	23
Superintendence by Contractor	24
Permits and Responsibilities	24
Indemnification	24
Protection Against Trespass	24
Conditions Affecting the Work	24
A. General	24
B. Work and Storage Space	24
C. Work on Sundays, Legal Holidays and at Night	24
D. Existing Features	24
E. Utilities and Vaults	25
F. Site Maintenance	25
G. Private Work	25
H. District of Columbia Noise Control Act of 1977.....	25
Other Contracts	25
Patent Indemnity.	26
Additional Bond Security	26
Covenant Against Contingency Fees.	26
Appointment of Attorney..	26
District Employees Not to Benefit.....	26
Waiver.....	27
Buy American..	27
A. Agreement.....	27
B. Domestic Construction Material	27
C. Domestic Component	27

D. Foreign Material.....	27
Taxes	
A. Federal Excise Taxes	27
B. Sales and Use Taxes	27
Suspension of Work	28
Safety Program.....	28
A. General	28
B. Contractor's Program Submission	29
Retention of Records	29
Recovery of Debts Owed the District	29
LABOR PROVISIONS Davis-Bacon Act.....	30
Minimum Wages	30
B. Withholding	30
C. Payroll and Basic Records	30
Convict Labor	31
Apprentices and Trainees	31
A. Apprentices	31
B. Trainees	31
C. Requirements.....	31
Contract Work Hours and Safety Standards Act	32
A. Overtime Basis	32
B. Liability for Unpaid Wages	33
C. Disputes	33
D. Violation Penalty	34
E. Health and Safety Standards	34
Copeland Act —	34
A. Definition	34
B. Weekly Compliance Statement	34
C. Payrolls and Records	34
D. Payroll Deductions Not Subject to Secretary of Labor Approval	35
E. Payroll Deductions Subject to Secretary of Labor Approval	36
F. Applications for Secretary of Labor Approval	36
G. Action by Secretary of Labor Upon Applications	36
H. Prohibited Payroll Deductions	36
I. Methods of Payment of Wages	37
Non-segregated Facilities — Termination and Debarment	37
Form - Weekly Statement of Compliance.....	38
Form – Fringe Benefits Statement	39

(Construction)

ARTICLE 1. QUALIFICATIONS OF BIDDERS—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

ARTICLE 2. BID DOCUMENTS—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

ARTICLE 4. PREPARATION FOR BIDS—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM. All corrections on the bid documents must be initialed by the person signing the bid form.

ARTICLE 5. ERROR IN BIDS—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

ARTICLE 7. ADDENDA AND INTERPRETATIONS—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid.. All addenda issued shall become part of the bid and contract documents. -

ARTICLE 8. ALTERNATE BIDS—Alternate bids will not be considered unless called for in the Bid Form.

ARTICLE 9. BIDS FOR ALL OR PART—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

ARTICLE 10. PRICE SCHEDULE INTERPRETATION—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

ARTICLE 11. CORRECTIONS—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

ARTICLE 12. BOND REQUIREMENTS

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

B. PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

C. PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

D. BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

ARTICLE 13. SIGNATURE TO BIDS—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes. of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

ARTICLE 14. MARKING AND MAILING BIDS—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS—Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt. at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

ARTICLE 16. WITHDRAWAL OF BIDS—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 17. OPENING OF BIDS—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

ARTICLE 18. AWARD OR REJECTION—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4th St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

ARTICLE 19. CANCELLATION OF AWARDS—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

ARTICLE 20. CONTRACT AND BOND—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS
(Construction Contract)**

ARTICLE 1. DEFINITIONS

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

Differing Site Conditions:

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspension of Work Ordered by the Contracting Officer:

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

Significant Changes in the Character of Work:

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term “significant change” shall be construed to apply only to the following circumstances:
 - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION-DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT

- A.** The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
 - 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
 - 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 4. Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - 5. Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
 - 6. Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - a. The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
 - b. The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
 - 7. Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
 - a. Shall not be required to extend credit to any purchaser, and

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
 - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
- 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
- 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

- a. The cost of such work;

- b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and

- c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. any claim which the District may have against the Contractor in connection with the Contract; and
 3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess Shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

"Claim", as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

November (2004)

SCP. 9

(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and

(7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and

will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

November (2004)

SCP. 10

C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

- A. **GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials “as is” with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL**—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS-** All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

ARTICLE 17. OTHER CONTRACTS—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

ARTICLE 22. DISTRICT EMPLOYEES NOT TO BENEFIT — Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

ARTICLE 23. WAIVER—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

- A. GENERAL**—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

ARTICLE 29. RECOVERY OF DEBTS OWED THE DISTRICT---The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the Contract to satisfy, in whole or part, any debt due the District.

**LABOR PROVISIONS
(Construction Contract)**

ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7) —Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

A. MINIMUM WAGES—

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(I)(iv). Also for the purpose of this clause; regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. WITHHOLDING.—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. PAYROLLS AND BASIC RECORDS. —

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section I(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

ARTICLE 2. CONVICT LABOR (18 USC 438)—Convict labor shall not be used on Contract work unless otherwise provided by law.

ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, O. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
 - a. The availability of training opportunities for first year apprentices;
 - b. The hazardous nature of the work for beginning workers;
 - c. Excessive unemployment of apprentices in their second and subsequent years of training.
 2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, O. C. Department of Labor.
 3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, AC] 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

“All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.” 25 D.C. Register 6991.

ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition. of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c) - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled “Weekly Statement of Compliance” (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address- and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—

Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
 - a. The deduction is not otherwise prohibited by law;
 - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
 - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.

10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction serves the convenience and interest of the employee.

F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

H. PROHIBITED PAYROLL DEDUCTIONS—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

- I. METHODS OF PAYMENT OF WAGES**—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

ARTICLE 6. RESERVED

ARTICLE 7. NONSEGREGATED FACILITIES—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

Project No. Invitation No.	Contract No.	Date
WAGES AND HOURS		
	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		

I, _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by _____
 _____ on the _____;
(Contractor or Subcontractor) (Building or Work)

that during the payroll period commencing on the _____ day of _____,
 19____, and ending on the _____ day of _____, 19____, all persons
 employed on said project have been paid full weekly wages earned, that no rebates have been or will
 be made either directly or indirectly to or on behalf of said _____
(Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either di-
 rectly or indirectly from the full wages earned by any person, other than permissible deductions as
 defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48
 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 USC 276c), and described below:

(2) That any payroll otherwise under the Contract required to be submitted for the above period
 are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
 than the applicable wage rates contained in any wage determination incorporated into the Contract;
 that the classifications set forth therein for each laborer or mechanic conform with the work he per-
 formed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprentice-
 ship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

NOTE—Fringe Benefits Statement and Signature Block are on reverse.

Form No. DC 2640-11

[illegible]

ATTACHMENT J.4

General Decision Number: DC120002 04/06/2012 DC2

Superseded General Decision Number: DC20100004

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	02/17/2012
4	03/30/2012
5	04/06/2012

ASBE0024-007 10/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.79	14.73

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-008 10/01/2010

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 19.86	7.10

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2010

	Rates	Fringes
FIRESTOPPER.....	\$ 25.10	7.24

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 27.21	7.76

CARP0132-008 05/01/2011

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 26.74	7.45
PILEDRIVERMAN.....	\$ 24.94	8.15

CARP1831-002 04/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 30.24	7.65

ELEC0026-016 06/01/2011

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 39.75	3%+13.10

ELEC0026-017 09/01/2008

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 24.25	3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2012

	Rates	Fringes
--	-------	---------

ELEVATOR MECHANIC.....\$ 39.70 23.535+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 28.58	14.695

IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

LABO0657-015 09/05/2011

	Rates	Fringes
LABORER: Skilled.....	\$ 20.88	6.47

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, structural demolition.

MARB0002-004 05/01/2011

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 32.88	13.99

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-006 05/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.04	9.89

MARB0003-007 05/01/2011		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 20.48	8.74

MARB0003-008 05/01/2011		
	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.89

MARB0003-009 05/01/2011		
	Rates	Fringes
TILE FINISHER.....	\$ 20.48	8.74

PAIN0051-014 01/01/2012		
	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 23.92	9.11
Glazing Contracts over \$2		
million.....	\$ 26.64	9.11

PAIN0051-015 01/01/2012		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 24.14	8.91

PLAS0891-005 07/01/2011		
	Rates	Fringes
PLASTERER.....	\$ 27.66	5.82

PLAS0891-006 05/01/2010		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.58

PLAS0891-007 08/01/2011		
	Rates	Fringes
FIREPROOFER		
Handler.....	\$ 15.00	3.89
Mixer/Pump.....	\$ 17.00	3.89
Sprayer.....	\$ 21.50	3.89

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-008 08/01/2011

	Rates	Fringes
PLUMBER		
Apartment Buildings over 4 stories (except hotels).....	\$ 23.41	9.51+a
ALL Other Work.....	\$ 38.17	15.50+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-008 08/01/2011

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 37.62	17.22+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2011

	Rates	Fringes
ROOFER.....	\$ 26.60	8.98

* SFDC0669-002 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.53	17.47

SHEE0100-015 07/01/2011

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 37.09	13.61

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local
union number or district council number where applicable ,

i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

ATTACHMENT J.6

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	Cost Control <ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	Timeless of Performance <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	Business Relations <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

CONSTRUCTION CONTRACTOR PERFORMANCE EVALUATION GUIDELINES

1. INTRODUCTION

DEFINITIONS

The term “Contractor” means the Construction General Contractor.

The term “Administrator” means the Administrator of Construction in the Office of Property Management’s (OPM) Construction Division.

The term “Deputy Director” means the Deputy Director of Construction in the Office of Property Management’s Construction Division.

The term “Project Manager” means the Individual assigned to manage the Project by the Office of Property Management’s Construction Division.

The term “Client” means the District agency for which the Office of Property Management is managing the Project.

The term “Project” means an Office of Property Management managed construction project.

The term “Representatives” means OPM’s third party professionals, such as architects and engineers.

The acronym “QA/QC” means Quality Assurance/Quality Control.

The acronym “SOV” means Schedule of Values.

The Contractor Performance Evaluation System has been developed to evaluate the performance of contractors on current construction projects. This system makes it possible for the Office of Property Management to review the Contractor’s performance on OPM managed construction projects.

OPM will conduct construction contractor performance evaluations for all construction projects managed by OPM regardless of the method of procurement.

2. SCHEDULE OF EVALUATION

(A) OPM will evaluate a Contractor’s performance during the course of each Project. The minimum frequency of evaluations will be based on the percent of physical work completed, as shown in the following table:

MINIMUM FREQUENCIES OF PERFORMANCE EVALUATIONS	
Contract Duration	Evaluation Frequency

Up to 4 months	One: at final completion
Between 4 to 12 months	Two: at 50% and final completion
Beyond 12 months	Five: at 15%, 30%, 50%, 75% and final completion

(B) In addition to the above, OPM reserves the right to evaluate a Contractor's performance at any time during a Project provided that no less than thirty (30) calendar days has elapsed since the last performance evaluation.

3. PERFORMANCE EVALUATION

The OPM Project Manager (PM) will be responsible for ensuring that the Contractor Performance Evaluation Form (Exhibit A) is completed and submitted to the Administrator in accordance with the above Section 2. The Contractor Performance Evaluation Form consists of two parts: Part 1 Summary Report, and Part 2 OPM Project Manager Report. Upon completing Part 2, the PM will complete Part 1 Summary Report and calculate the Contractor's overall performance rating for the project to-date. The PM will be responsible for completing and submitting its evaluation to the OPM Senior Project Manager (Senior PM) within 5 business days of Contractor's completion of an evaluation milestone as set forth in the table in Section 2(A) above, and additionally will be responsible for completing and submitting its evaluation to the Senior PM at such other times as OPM deems appropriate, in its sole discretion, in accordance with Section 2(B) above.

The Senior PM will be responsible for submitting the completed Contractor Performance Evaluation Form to the Administrator for review approval. The Administrator will review the Contractor Performance Evaluation Form to ensure that ratings are fair, consistent, and accurate based on the underlying facts and supporting documentation.

Upon approval, the Administrator will forward the Contractor Performance Evaluation Form to the Deputy Director for approval and signature. The final evaluation form will be sent to the Contractor per Section 6 of these guidelines.

4. EVALUATION CRITERIA

As identified on the Contractor Performance Evaluation Form, the evaluation criteria and sub-factors of each criteria are:

QUALITY OF WORK

- Quality of Workmanship
- Quality of Subcontractors' Work
- Compliance with Plans and Specifications
- Adequacy of the QA/QC Plan
- Adequacy of the QA/QC Testing
- Implementation of the QA/QC Plan
- Quality of QA/QC Documentation
- Storage of Materials

- Adequacy of Materials
- Use of Specified Materials
- Quality of Submittals
- Timely Correction of Deficient Work

COST CONTROL

- Practices Change Order Avoidance and Minimization
- Change Order Documentation
- Change Order Pricing (based on the percentage calculated by dividing the total value of the change orders since the last evaluation by the total Project Budget applicable to the same period, the rating for this sub-factor shall be:
 $\leq 3\% = 100, \leq 10\% = 90, \leq 15\% = 80, \leq 20\% = 70, \geq 20\% = 60$)
- Timely Performs Change Order Work
- Subcontractor Change Order Review and Approval

SCHEDULE/TIME MANAGEMENT

- Adequacy of Initial Project Schedule
- Adherence to Approved Schedule
- Schedule Update Timeliness and Accuracy (Monthly)
- Timely Submittal of and Adherence to Recovery Schedule (If Applicable)
- Timely Notification of Conditions Impacting Schedule (such as, inspectors, material lead times, coordination with other city agencies)
- Timely Submission of Shop Drawings
- Timely Payments to Subcontractors and Vendors
- Timely Conducting of all Inspections, including, for example, inspections for permits (materials, mechanical systems, close-out, etc.)

MANAGEMENT

- Cooperation/Responsiveness with OPM Project Staff, Client and Representatives
- Coordination with Other Primes
- Coordination and Control of Subcontractors
- Professional Conduct
- Management of Personnel/Resources
- Adequate Amount of Workforce, Materials and Equipment to Meet Schedule
- Job-site Supervision
- Adequacy of Daily Work Log
- Review/Resolution of Subcontractor's Issues
- Compliance with Laws, Regulations, Permits, Inspections, Testing
- Housekeeping (i.e. cleanliness of job site, trailer, etc.)
- Invoices adhere to approved S.O.V./% Complete

LABOR STANDARDS

- Prompt Correction of Deficiencies
- Certified Payrolls Properly Completed and Submitted
- Compliance with Labor Laws
- Compliance with Prevailing Wage Laws
- Trained and Skilled Workforce

SAFETY STANDARDS

- Adequacy of Safety Plan
- Implementation of Safety Plan
- Minimizes Job-site Accidents
- On-site Safety Maintenance
- Compliance with Worker Exposure Requirements
- Compliance with Drug/Alcohol Abuse Requirements
- Adequacy of Regulatory Compliance Documentation

CLOSE-OUT

- Prompt Submission and Quality Completion of Punch List
- Prompt Submission and Quality Completion of As-built Drawings, O&M Manuals, Warranties, etc.
- Adequacy of User Training
- Supports Building Commissioning
- Demobilization and Site Clean-up

5. PERFORMANCE EVALUATION RATING SYSTEM

In evaluating and rating each criteria and subfactor on the Contractor Performance Evaluation Form, the evaluator will use the following rating systems. The ratings reflect the District's satisfaction with the Contractor's performance of the requirements of the Project from the date of the last evaluation (or from Project commencement if it is a first Project evaluation) **to the date of the current evaluation).**

Excellent (100)

When applied to the individual evaluation sub-factor, a rating of excellent should be given if the contractor work far exceeds the contract requirements by consistently exhibiting excellent performance typically meets and regularly exceeds the contract requirements.

Good (90)

When applied to the individual evaluation sub-factor, a rating of good should be given if the Contractor often exceeds the contract requirements and frequently provides a high level of performance, typically meets, and often exceeds the contract requirements.

Satisfactory (80)

When applied to the individual evaluation sub-factor, a rating of satisfactory should be given if the Contractor provides an acceptable level of performance consistently meeting the contract requirements.

Marginal (70)

When applied to the individual evaluation sub-factor, a rating of satisfactory should be given if the Contractor performs slightly below the requirements of the contract, meeting the contract requirements on an intermittent basis.

Unsatisfactory (60)

When applied to the individual evaluation sub-factor, a rating of unsatisfactory should be given if the Contractor fails to meet important contract requirements, resulting in a negative impact on the entire project.

For any performance evaluation rating value below Satisfactory (80.0), the evaluator must provide written comments with specific explanations of how and when a Contractor failed to meet the contract requirements.

6. NOTIFICATION TO CONTRACTOR

OPM will notify the Contractor of the results of the most recent performance evaluation. The notification will include a cover letter, and a copy of the Contractor Performance Evaluation Form with supporting documents, if any. If the overall Performance Rating is below Satisfactory (80.0), the cover letter will set forth a timeframe in which the Contractor must correct deficiencies to achieve an overall performance rating of at least satisfactory (80.0). If the Contractor fails to remedy the deficiencies within this timeframe, OPM will input results into the OPM database and submit a copy of evaluation and supporting documents to the Office of Contracts and Procurement (OCP) for inclusion in the Contractor's OCP file.

7. CONTRACTOR CHALLENGES

A Contractor who wishes to challenge a performance evaluation shall submit its challenge in writing to the Deputy Director, with a copy to the Administrator, postmarked within fifteen (15) calendar days of date of notice.

The written challenge must include a detailed explanation, and documentation, if any, of the specific grounds for the challenge.

Failure to timely challenge a performance evaluation in the manner required will be deemed to be a waiver of Contractor's right to challenge that performance evaluation.

If a challenge, in accordance with this Section 7, is given by a Contractor, the results of the Contractor's performance evaluation will not be final (entered into the OPM database) until the Deputy Director renders a final written decision. Upon arriving at a final decision, the Deputy Director, or his designee, will forward said decision to the Contractor. If the Deputy Director's final decision is to maintain the overall Performance Rating, the Deputy Director will forward a copy of the decision to OCP and the Contractor shall be added to the OPM database and a copy of evaluation and supporting documents will be provided to OCP for inclusion in the Contractor's OCP file.

8. MULTIPLE PERFORMANCE EVALUATION RATINGS

At the completion of a Project, the Contractor will be given a Final Performance Evaluation Rating which will be calculated by averaging all Performance Ratings given in the course of the Project.

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

Part 1
Summary Report

DATE **1/16/09**_____

CONTRACTOR _____

CONTACT NAME _____

PROJECT NUMBER _____

PROJECT NAME _____

PROJECT ADDRESS _____

EVALUATION SCHEDULE (based on physical work):

Circle One: **15%** **30%** **50%** **75%** **Final** **Other**_____

EVALUATOR _____

DATE _____

INSTRUCTIONS:

The Office of Property Management (OPM) should complete a performance evaluation form for each prime contract according to the evaluation schedule set forth above. It is important to use the point ranking system specified on this form.

	SUMMARY RATING	N/A
QUALITY OF WORK		
COST CONTROL		
SCHEDULE/TIME MANAGEMENT		
MANAGEMENT		
COMPLIANCE WITH SAFETY STANDARDS		
CLOSEOUT (Final Only)		
OVERALL PERFORMANCE RATING*		

*Sum of Summary Ratings divided by number of categories evaluated.

PROJECT MANAGER/DATE

SR. PROJECT MANAGER/DATE

ADMINISTRATOR/DATE

DEPUTY DIRECTOR/DATE

Exhibit A

CONTRACTOR PERFORMANCE EVALUATION FORM

Part 2**Construction Inspection Supervisor Detailed Report****DATE****CONTRACTOR****CONTACT NAME****PROJECT NUMBER****PROJECT NAME****PROJECT ADDRESS****EVALUATION SCHEDULE****Circle One:** 15% 30% 50% 75% **Final** **Other** _____**EVALUATOR** _____**DATE** _____

QUALITY OF WORK	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Quality of Workmanship		100	90	80	70	60
Quality of Subcontractor's Work		100	90	80	70	60
Compliance with Plans and Specifications		100	90	80	70	60
Implementation of the QA/QC Plan		100	90	80	70	60
Adequacy of the QA/QC Plan		100	90	80	70	60
Adequacy of QA/QC Testing		100	90	80	70	60
Quality of QA/QC Documentation		100	90	80	70	60
Storage of Materials		100	90	80	70	60
Adequacy of Materials		100	90	80	70	60
Use of Specified Materials		100	90	80	70	60
Quality of Submittals		100	90	80	70	60
Identification and Timely Correction of Deficient Work		100	90	80	70	60

Summary Rating

(Sum of values circled divided by number of sub-factors evaluated)

Comments for Individual or Summary Ratings less than 80: _____

COST CONTROL	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Practices Change Order Avoidance and Minimization		100	90	80	70	60
Change Order Documentation		100	90	80	70	60
Change Order Pricing		100	90	80	70	60
Timely Performs Change Order Work		100	90	80	70	60
Subcontractor Change Order Review and Approval		100	90	80	70	60

Summary Rating

(Sum of values circled divided by number of sub-factors evaluated)

Comments for Individual or Summary Ratings less than 80: _____

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

SCHEDULE/TIME MANAGEMENT	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Adequacy of Initial Project Schedule		100	90	80	70	60
Adherence to Approved Schedule		100	90	80	70	60
Schedule Update Timeliness and Accuracy		100	90	80	70	60
Timely Submittal and Adherence to Recovery Schedule		100	90	80	70	60
Timely Notification of Conditions Impacting Schedule, Tie-ins, Shut-downs, etc.		100	90	80	70	60
Time Submission of Shop Drawings		100	90	80	70	60
Timely Payments to Subcontractors and Vendors (Compliance with Prompt Payment Act)		100	90	80	70	60
Timely in Obtaining Permits, Conducting Inspections, etc.		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						

Comments for Individual or Summary Ratings less than 80: _____

MANAGEMENT	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Cooperation/Responsiveness with OPM Project Staff, Client and Representatives		100	90	80	70	60
Coordination with Other Primes		100	90	80	70	60
Coordination and Control of Subcontractors		100	90	80	70	60
Professional Conduct		100	90	80	70	60
Management of Personnel/Resources		100	90	80	70	60
Provides Adequate Amount of Workforce, Materials and Equipment to Meet Schedule		100	90	80	70	60
Job-Site Supervision		100	90	80	70	60
Adequacy of Daily Work Log		100	90	80	70	60
Review/Resolution of Subcontractor's Issues		100	90	80	70	60
Practices Claim Avoidance and Minimization		100	90	80	70	60
Compliance with Laws, Regulations, Permits, Inspections, Testing		100	90	80	70	60
Housekeeping		100	90	80	70	60
Invoices adhere to approved S.O.V. % complete						
Summary Rating (Sum of values circled divided by number of sub-factors evaluated)						

Comments for Individual or Summary Ratings less than 80: _____

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

LABOR STANDARDS	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Correction of Noted Deficiencies		100	90	80	70	60
Payrolls Properly Completed and Submitted		100	90	80	70	60
Compliance with Labor Laws		100	90	80	70	60
Compliance with Prevailing Wage Law		100	90	80	70	60
Trained and Skilled Workforce		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated) Comments for Individual or Summary Ratings less than 80: _____ _____						

SAFETY STANDARDS	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Adequacy of Safety Plan		100	90	80	70	60
Implementation of Safety Plan		100	90	80	70	60
Minimizes Job-site Accidents		100	90	80	70	60
On-site Safety Maintenance		100	90	80	70	60
Compliance with Worker Exposure Requirements		100	90	80	70	60
Compliance with Drug/Alcohol Abuse Requirements		100	90	80	70	60
Adequacy of Regulatory Compliance Documentation		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated) Comments for Individual or Summary Ratings less than 80: _____ _____						

CLOSE-OUT	N/A	Excellent	Good	Satisfactory	Marginal	Unsatisfactory
Promptness/Quality of Punch List		100	90	80	70	60
Promptness/Quality of As-built Drawings, O&M Manuals, Warranties, etc...		100	90	80	70	60
Adequacy of User Training		100	90	80	70	60
Supports Building Commissioning		100	90	80	70	60
Demobilization and Site Clean-up		100	90	80	70	60
Summary Rating (Sum of values circled divided by number of sub-factors evaluated) Comments for Individual or Summary Ratings less than 80: _____ _____						

Exhibit A
CONTRACTOR PERFORMANCE EVALUATION FORM

INSTRUCTIONS:

In the space provided below, if applicable, provide additional text to identify and to describe how specific individuals or firms exerted a positive or negative impact on the contractor's performance on this project. The text provided below is for informational purposes only and should already be factored into the evaluation ratings.

Contractor's Personnel

Subcontractor's Personnel

ATTACHMENT 10

Disclosure Statement

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Acting Director
Scott Burrell	Interim Chief Operating Officer
JW Lanum	Associate Director/Contracting Officer
Camille Sabbakhan	Interim General Counsel
Charles J. Brown, Jr.	Interim Deputy General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B. JVP Engineers, PC

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 11

[Offeror's Letterhead]

(Insert Date)

District of Columbia
Department of General Services
2000 14th Street, NW, Eighth Floor
Washington, DC. 20009

Attn: Mr. Brian J. Hanlon
Acting Director/Chief Contracting Officer

Reference: Request for Proposals
Renovation of the DC Jail Data Center

On behalf of [INSERT NAME OF BIDDER] (the Offeror), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide construction services for the Renovation of the DC Jail Data Center. The Offeror has reviewed the RFP and the attachments thereto, any addenda and amendments thereto, and the proposed Form of Contract (collectively, the "Bid documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the Solicitation. The Offeror's proposal and the Lump Sum Contract Price are based on the Solicitation Documents as issued and assume no material alteration of the terms of the Solicitation Documents, (collectively, the proposal and the Lump Sum Contract Price are referred to as the "Offeror's Proposal").

The Offeror's Proposal is as follows:

A. The Lump Sum Contract Price is: \$ _____

The Offeror acknowledges and understands that the Lump Sum Contract Price is the firm, fixed price to fully complete the work shown on the drawings and specifications and that such amount includes funding for work which is not shown on the drawings and specifications but which is reasonably inferable therefrom.

B. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's proposal is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the date of the proposal submission.
2. Assuming the Offeror is selected by the Department, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Solicitation Documents within ten (10) days of the Notice of Intent to Award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this form and bind the Offeror to the terms of the Offeror's Proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's proposal.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the subject RFP in order to fix or set prices (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the subject RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.
5. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of the Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively “LSDBE Certified Companies”) from participating in the work if another company is awarded the contract.
6. This form and the Offeror’s Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Title: _____